

The background of the page is a blue-tinted graphic of a globe with grid lines, overlaid with abstract, flowing blue lines that suggest movement and connectivity.

Welcome

Thank you for your interest in our products and services. We look forward to our successful cooperation. To manage your customer account, we request you to send us the following completely filled in form along with a certificate of registration in the commercial register or your business registration.



Create your online account now - quickly and easily:
www.naumann-distribution.com

Your registration, step by step:

- ① Take some time and read our general sale conditions and privacy policy on the following pages.
- ② Fill page 2 of this file (that is also made easy with the current Acrobat Reader on screen).
- ③ Print **page 2** and send them **duly signed with a copy of your business registration or a trade register excerpt by fax or e-mail.**
- ✓ You will receive your data access to our B2B platform if on a weekday within 4 to 6 hours, after the verification and activation of your account.

If you have any questions, please do not hesitate to contact us. You can contact us on weekdays from 8 a.m. to 5 p.m.



Tel. +49 (22 71) 49 00 90
E-mail: Vertrieb@Naumann-Distribution.com
Fax: +49 (22 71) 49 00 918.

We look forward to hearing from you and to our successful collaboration.

New customer application

FIRMIERUNG

.....
Company

.....
Type of Company (*Sole proprietorship, Ltd, etc. ...*)

.....
Street / number

.....
CEO

.....
Post code (ZIP), city

.....
E-mail adress for shop access data / newsletter

.....
Phone

.....
Fax

.....
Country (*only if based abroad Germany*)

.....
VAT ID (*only if based abroad Germany*)

.....
Company register (*registry court, number*)

KONTAKTE

.....
Contact person - CEO

.....
CEO phone / fax

.....
Contact person - accounts department

.....
Account department phone / fax

.....
Contact person - purchase department

.....
Purchase department phone / fax



Please remember to attach your business registration or a trade register excerpt.

The undersigned confirms by signing the receipt and the acknowledgment of the following documents:

- General sales terms and conditions of the Naumann Distribution GmbH
- Additional sales terms and conditions for Naumann Distribution GmbH online shop
- Privacy Policy

The signatory was informed that their data is stored and processed by electronic data processing equipment for the normal course of business. The transfer of such data to third parties will not occur at any time. The storage of their data, especially e-mail addresses that are stored within the marketing e-mails (newsletter), may informally be revoked by the customer at any time. Naumann Distribution GmbH will ensure a safe and careful handling of the data stored.

.....
Place, date

.....
Signature of CEO/stamp

General Conditions of Sale of Naumann Distribution GmbH

As per: February 2009

§ 1 Scope of General Conditions of Sale

1. Our supplies, services and offers are subject to these General Conditions of Sale. These also apply for all future business relations unless any other agreement was entered. Our Conditions of Sale also apply if we render delivery to the buyer without reservation whilst aware of buyer's conditions opposed to or differing from these Conditions of Sale. Agreements and business conditions deviating from our conditions become only contractual items if they have been accepted explicitly in writing by us.

2. These Conditions of Sale apply only to business connections to companies as per § 14 BGB (German Civil Code).

§ 2 Conclusion of Contract

1. Our offers are non-binding and subject to confirmation. Delivery contracts including side agreements and other agreements as well as conditions deviating from these agreements are valid only subject to our written confirmation.

2. The scope of delivery conforms to the order confirmation. Variations in dimension, weight and/or quantity are permitted within commercial tolerances.

3. The order confirmation becomes contractual item. The customer is obliged to check the order confirmation upon receipt for its correctness.

4. The contract conclusion is effected subject to the timely and correct delivery by our external supplier, unless the incorrect or delayed delivery is not indebted by us.

5. Any type of description, measurement and/or quantity specification in catalogues, price lists and advertising are just reference and/or approximate values. They do not represent any binding condition statement.

§ 3 Prices - Payment Terms

1. The prices stated are ex our registered office in Bergheim exclusive of VAT and cost for packaging and transport.
2. All price offers and statements outside the order confirmation are non-binding and can be modified by us at any time.

3. Our invoices are due for payment without discounts on receipt of the goods and invoice unless no other due date is stated in our invoice. Cheques and bills of exchange are only accepted after prior agreement and only on account of payment.

4. The customer shall not be entitled to offset payments unless his counterclaims are legally established, undisputed or accepted by us. The customer shall have no right to retain claims resulting from previous or other businesses.

5. If the customer does not pay within the agreed period of time or if the granted credit limit has been exceeded, we shall have the right to retain deliveries until payment has been effected.

§ 4 Delivery time

1. Details on delivery dates and periods are approximate and non-binding. They commence upon contract conclusion and are subject to timely clarification of all details of the order and timely fulfilment of all obligations of the customer. For compliance with delivery times, the time of dispatch from our registered office is decisive. They shall be regarded as adhered to upon notification of dispatch availability if the goods cannot be dispatched on time for cases beyond our control.

2. If the purchaser delays in the acceptance of the goods, or culpably violates other cooperation obligations, we are authorised to claim the payment of damages, including additional expenses resulting from this violation, for the resulting loss. Additional claims are reserved..

3. We are liable in law should the delivery delay be the result of deliberate or grossly negligent contract violation represented by us, if there is culpability on the part of our representatives or vicarious agents. Should the delay in delivery not be the result of deliberate contract violation on our part, liability for compensation shall be restricted to damages that are foreseeable and typical for the case in point.

§ 5 Transfer of risk

1. Unless otherwise specified in the order confirmation, delivery is agreed ex our registered office in Bergheim. On leaving our registered office the risk is transferred to the purchaser.

2. If the customer wishes we shall cover the delivery by a transport insurance. As a rule, all "free domicile" deliveries are covered by a transport insurance. The cost incurred is carried by the purchaser.

§ 6 Liability for material defects, lack of title and violation of duty

1. Any claims for defects raised by the Buyer suppose that he has properly fulfilled his duties to investigate and to raise a complaint set forth in § 377 Commercial Code.

2. In the event of justified complaints, we shall have the right either to remedy the defect or to perform a substitute delivery at our discretion. Upon remedy of defect, we covenant to bear any and all cost and expenses required for the purpose of remedy of the defect and substitute delivery, in particular, transportation, labour and material cost to the extent that they will not increase due to the fact that the commodities were shipped to a place other than the place of delivery.

3. If a customer complaint proves to be unjustified, he is obliged to refund us all proven cost occurred within the scope of correcting the alleged defect.

4. If remedy has turned out to be without success the purchaser shall have the right either to demand abatement. Should the customer choose to terminate the contract due to a lack of title or defect after unsuccessful remedy, no compensation claim for any defect shall be accepted.

5. We are liable in law in cases where the customer asserts a claim for compensation based on intent or serious negligence, including intent or serious negligence on the part of our representatives or vicarious agents. In the event that there is no accusation of deliberate contract violation on our part,

liability for compensation shall be restricted to damages that are foreseeable and typical for the case in point.

6. With respect to defects resulting from ordinary negligence, we shall be held liable only in instances where we fail to fulfil our basic contractual obligations limited however to typical damage foreseeable at the time the contract was signed.

7. Liability for culpable loss of life, injury to the body or damage to health as well as compulsory liability as stipulated in the Product Liability Act remain unaffected.

8. Unless any variant agreement has been made previously, any liability shall be excluded.

9. The limitation period for compensation claims is one year from transfer of risk.

10. A delivery recourse shall not affect the limitation period as stipulated in §§ 478, 479 Civil Code; it is five years as from delivery of the faulty good.

§ 7 Liability resulting from other legal reasons

1. Any liability exceeding § 6 with regards to claims for compensation is excluded, regardless of the legal nature of the claim. This applies in particular to claims for compensation for culpability at the time the contract is signed resulting from other breaches of duty or tortious compensation claims for damages as stipulated by German law in § 823 Civil Code.

2. The liability limitations also apply to the personal compensation liability of our employees, statutory representatives and assistants.

§ 8 Reservation of ownership

1. The goods supplied remain our property until such time as all our claims arising from the business relationship have been fulfilled entirely. Pledgings or assignments as security of the purchased goods prior to entire payment are not permitted.

2. In the event of seizure or other interventions of third parties the customer has to inform us immediately in writing. All cost and damages of such interventions have to be carried by the customer.

3. If the object of sale is mixed with other objects not belonging to us, we shall acquire part ownership of the new object in the same ratio as the value of the object of sale stands to the value of the other objects used at the time they were mixed. If the objects are mixed in such a manner that the buyer's share is to be regarded as the major part, it shall be deemed agreed that the buyer transfers to us a pro rata share of ownership.

4. The claims resulting from a resale or other legal reason (insurance contract, unauthorised act) regarding the reserved good are transferred already now from the customer to us in their entirety as safety (net amount plus legal VAT). We herewith accept this assignment.

5. We commit ourselves to release the safeties due to us on demand of the customer to such an extent as the values of the safeties exceeds the claims to be secured by more than 20%.

§ 9 Salvatorious clause

If individual or entire provisions of these general terms and conditions are or become invalid in the course of time the validity of the remaining provisions in this contract will not be

affected. The invalid clause will be substituted by a similar agreement corresponding to the contractual will of the parties.

§ 10 Applicable law and place of jurisdiction

1. All contracts are subject to German law. The application of the Viennese UN-convention regarding the sales law is excluded.

2. Exclusive court of jurisdiction is the place our registered office for all mutual and future claims resulting from business relations with fully-qualified traders including claims re. bills of exchange and cheques, however, we have the right to take proceedings against the customer at his local court.

3. Unless otherwise specified in the order confirmation, our registered office is considered place of performance.