

General Terms and Conditions of Delivery

of CASCO International GmbH, CASCO Schutzhelme GmbH, S.C. CASCO Group s.c.s. and CASCO Austria GmbH

Sec. 1 Scope of application

(1) These General Terms and Conditions of Delivery - hereinafter referred to as "GTC" - apply to all contracts for deliveries and other services including all forms of cooperation and distribution agreements between CASCO International GmbH and CASCO Schutzhelme GmbH, Gewerberg Süd 11, 01900 Brettnig, S.C. CASCO Group s.c.s., Parc Industrial Sud F.N., 440247 Satu Mare, Romania and CASCO Austria GmbH, Burglehengassl 6, 5602 Wagrain, Austria - hereinafter referred to as "CASCO" - in business transactions with companies, legal entities under public law or special funds under public law. Insofar as performance or services are referred to below, this shall mean all deliveries and services of any kind by CASCO to the customer.

(2) CASCO does not render any services to consumers within the meaning of § 13 BGB (German Civil Code). In connection with the services mentioned in paragraph 1, the GTC shall also apply to all pre-contractual obligations and all future contracts, even if they are not expressly agreed again.

(3) In the event that the customer does not wish to accept the GTC, he must notify CASCO of this in writing in advance. We do not accept any (purchasing) conditions of the customer or third parties. Therefore, the terms and conditions of the customer or third parties shall not apply even if CASCO does not separately object to their validity in individual cases or if CASCO refers to a letter containing or referring to terms and conditions of the customer or a third party.

(4) Even in the event of repeated deliveries, no dealer agreement or other distribution agreement shall be concluded between the parties. Neither exclusivity nor territorial protection has been agreed. Such agreements must be in written form; this also applies to an agreement on the waiver of written form. The application, including the analogous application, of the law governing commercial agents is excluded.

Sec. 2 Conclusion of contract

(1) An individual contract and thus a contractual obligation for the individual services comes into force upon confirmation of an order by CASCO, by conclusive action, in particular by notification of readiness for collection or delivery of the goods, or by the customer accepting a binding offer from CASCO. CASCO only sends order confirmations in exceptional cases; the normal case is notification of readiness for collection or delivery of the goods. CASCO's product descriptions do not yet constitute a binding offer.

(2) If the customer orders via the CASCO online shop, he will receive an automatic confirmation email. This does not constitute an order confirmation and therefore it is not an acceptance.

(3) Drawings, illustrations, dimensions, weights or other performance data are only binding if this has been expressly agreed in writing. Information on availability in the CASCO online shop is also non-binding.

(4) CASCO will not deliver or only deliver small quantities in case of missing or limited availability. In the event that the customer accepts the reduced quantity without complaint, the contract shall only be concluded for the reduced quantity. If the customer wishes delivery in excess of the minimum quantity, a new order is required.

(5) CASCO retains title and copyright to all offers and cost estimates submitted by CASCO as well as drawings, illustrations, calculations, brochures, catalogues, models, tools and other documents and aids made available to the customer. Without the express consent of CASCO, the customer may not make these items accessible to third parties either as such or in terms of content, make them known, use them himself or through third parties, or copy them. At the request of CASCO, the customer must return these items in full to CASCO and destroy any copies made if they are no longer required by him in the ordinary course of business or if negotiations do not lead to the conclusion of a contract.

Sec. 3 Content of CASCO's services

(1) The specific content of the services owed by CASCO results from the individual contract together with any agreed contract amendments and supplements, including these GTC.

(2) CASCO is entitled to minor deviations from the agreed provision of services, in particular design changes to the product, provided these do not impair the quality of the services and are reasonable for the customer.

(3) Product descriptions, information in brochures, catalogues, circulars and price lists are performance descriptions and do not represent any guarantees regarding characteristics. The guarantee must be in writing to become effective. It can only be effectively declared by a managing director or authorized signatory of CASCO. Other employees of CASCO are not authorized to declare guarantees.

(4) As long as CASCO services are free of charge for the customer, the services of CASCO are purely voluntary and the customer has no claim against CASCO for continuation of the services. CASCO reserves the right to discontinue the free services at any time without prior notice.

(5) Only managing directors and authorised signatories of CASCO are entitled to make verbal subsidiary agreements or to give verbal assurances that go beyond the content of the written contract.

(6) CASCO may also provide its services through third parties.

Sec. 4 Products according to customer requirements

(1) CASCO also manufactures products according to customer requirements in individual designs. For this purpose, an initial sample ("sample") is produced in a first step. In the second step, the products are manufactured according to the customer's request ("product series").

(2) If the production of a sample was commissioned together with the production of the product series and it turns out after conclusion of the contract that it is not possible to produce the product series due to the specifications of the customer or can only be produced with disproportionate effort, CASCO will inform the customer of this immediately and CASCO can withdraw from the contract.

(3) CASCO will send the sample to the customer before starting the product series.

(4) If the sample meets the customer's specifications, the customer must approve the sample for the subsequent production no later than seven working days (Monday to Friday) after receipt of the sample. If the customer does not approve the approvable sample even after written request and setting of a deadline by CASCO within a period of 14 days, or if the customer definitively refuses the approval, the sample shall be deemed to be approved. CASCO's right to withdraw from the contract as well as claims for damages and reimbursement of expenses due to non-performance shall remain unaffected.

(5) The approved sample describes the contractually owed quality of the products to be manufactured in series. This does not constitute a guarantee of quality.

(6) The customer shall bear the costs incurred in the production of the sample. The costs are calculated according to CASCO's current price list, which can be requested from CASCO at any time.

Sec. 5 Prices, ancillary costs

(1) The prices of CASCO's deliveries and services result from the individual contract together with any agreed amendments and supplements to the contract. In the event of the absence of an individual contract, the prices shall result from the current price list valid at the time the respective service is provided, which can be requested from CASCO at any time.

(2) If delivery is made more than four months after conclusion of the contract, the general prices according to CASCO's price list on the day of delivery less any agreed percentage or fixed discount shall apply, but not more than five percent above the originally agreed price, unless otherwise agreed in individual cases.

(3) The prices quoted are exclusive of the costs of insurance, packaging and dispatch, any taxes, duties and tariffs incurred in the cross-border movement of goods and services, incidental costs of monetary transactions and the relevant statutory value-added tax, if applicable.

(4) Costs caused by subsequent changes to the content of the service initiated by the customer shall be charged separately.

Sec. 6 Dates, deadlines and obstacles to performance

(1) Delivery and service dates or periods may be agreed as binding or non-binding. If they are to be binding, they must be in writing to be effective. If dispatch has been agreed, delivery periods and delivery dates refer to the time of handover to the forwarding agent, carrier or any other third party commissioned with the transport.

(2) CASCO shall not be liable for impossibility of delivery or delays in performance due to force majeure or other events not foreseeable at the time of conclusion of the contract - this includes in particular operational disruptions of any kind, difficulties in material or energy procurement, transport delays, strikes, legal lock-outs, official orders or missing, incorrect or untimely delivery by suppliers, even if they occur at suppliers of CASCO or its sub-suppliers, problems with products of third parties - for which CASCO is not responsible.

(3) If events within the meaning of paragraph 2 make the delivery or service significantly more difficult or impossible for CASCO and the impediment and the hindrance is not only of a temporary duration, CASCO is entitled to withdraw from or terminate the respective individual contract. If such events lead to hindrances of a temporary duration, the delivery or performance periods shall be extended or the delivery or performance dates shall be postponed by the duration of the hindrance plus an appropriate start-up period. If the hindrance lasts longer than two months, the customer is entitled to withdraw from the part not yet fulfilled or to terminate the respective individual contract after setting a reasonable grace period with a threat of rejection.

(4) Paragraph 3 sentence 2 applies accordingly if the customer does not cooperate as required by the contract, e.g. does not provide information, does not grant access, does not provide materials as required or does not make employees available, or the customer is in default of payment. However, the right of the customer to withdraw or terminate the contract is excluded in these cases.

(5) If the contracting parties subsequently agree on other or additional services which affect agreed deadlines, these deadlines shall be extended by a reasonable period.

Sec. 7 Reminder and grace period set by the customer

(1) The termination of the further exchange of services as a result of performance disruptions (e.g. in the event of withdrawal, termination for good cause or damages in lieu of performance) as well as the reduction of the agreed remuneration of the customer must always be threatened for remedy, stating the reason and setting an appropriate deadline for rectification. Only after the unsuccessful expiry of this period can the termination or reduction become effective. In the cases of § 323 para. 2 BGB, the setting of a deadline can be omitted.

(2) All declarations of the customer in this context, in particular reminders and grace periods, must be in writing to become effective. Any deadline for rectification must be reasonable. A period of less than two weeks set by the customer is only appropriate in cases of particular urgency.

Sec. 8 Payment and default of the customer

(1) Unless otherwise agreed, CASCO's invoices are payable without deduction for eight days. If a partial delivery is permitted, it can be invoiced immediately.

(2) Insofar as payment has been agreed in advance, performance by CASCO shall only take place after receipt of the transfer amount.

(3) If the customer does not pay by the due date, the outstanding amounts shall bear interest at 5% p.a. from the due date; the assertion of higher interest and further damages in the event of default shall remain unaffected.

(4) If the customer defaults, he will be charged interest at the statutory rate from the relevant point in time. CASCO reserves the right to assert greater damages caused by delay.

(5) CASCO is entitled to offset payments initially against the customer's older debts, in spite of any provisions to the contrary, and shall inform the customer of the type of offsetting that has taken place. If costs and interest have already been incurred, CASCO is entitled to offset the payment first against the costs, then against the interest, and finally against the principal claim.

(6) Payment shall only be deemed to have been made when the amount is available to CASCO.

(7) If CASCO becomes aware of circumstances which objectively call the creditworthiness of the customer into question, in particular if the customer suspends payments or a debit note is returned in the absence of sufficient cover, CASCO is entitled to declare the entire remaining balance due immediately. In this case CASCO is also entitled to demand advance payments or the provision of a security.

Sec. 9 Set-off, retention and assignment

(1) The customer is only entitled to set-off and retention if the counterclaims owed have been legally established, are undisputed or are ready for a decision. The customer is, however, without the additional requirements of sentence 1

a) also entitled to set off if he wants to set off a claim against a claim of CASCO which is in a mutual relationship to the claim of the customer (e.g. set-off against a claim for damages due to non-performance or default against the claim for payment of the remuneration owed),

b) is also entitled to retention if the right of retention is asserted due to counterclaims from the same contractual relationship.

(2) Except within the scope of § 354a HGB (German Commercial Code), the customer may only assign his claims against CASCO to third parties with the prior written consent of CASCO.

Sec. 10 Delivery, transfer of risk, bearing of costs, partial delivery

- (1) Unless otherwise agreed in individual cases, all deliveries shall not be made until the customer has paid the agreed remuneration in full.
- (2) Unless otherwise agreed, all deliveries are made at the risk and expense of the customer. Further details of the delivery, e.g. the determination of the place of delivery and the agreement of INCOTERMS, shall be regulated in the individual contract.
- (3) Upon delivery to wholesalers, CASCO shall make the goods available ex works (EXW Incoterms 2010) in Bretnig for collection by the customer. If a forwarding agent is commissioned, the forwarding agent shall be commissioned by the customer at his expense. The customer, not the forwarding agent, is notified that the goods are ready for collection.
- (4) In the case of delivery to the retailers, delivery shall be effected by dispatch to the customer.
- (5) CASCO is entitled to make partial deliveries if the partial delivery can be used by the customer within the scope of its contractual purpose, the delivery of the remaining goods ordered is ensured and the customer does not incur any significant additional costs (unless CASCO agrees to assume these costs). The provision on the conclusion of a contract for the delivery of a small quantity in accordance with Sec. 2 paragraph 4 remains unaffected by this.
- (6) The risk of accidental loss or accidental deterioration of the goods passes to the customer at the latest with the handover of the delivery item (whereby the start of the loading process is decisive) to the transport person. This also applies if CASCO has, in exceptional cases and contrary to its general practice, agreed to bear the shipping costs, if the transport is exceptionally carried out by CASCO's own employees or if further partial deliveries or other services from CASCO are still outstanding. If the goods are ready for dispatch and the dispatch or acceptance is delayed for reasons for which CASCO is not responsible, the notification of readiness for dispatch shall be deemed as the handover, whereupon the risk is transferred to the customer.
- (7) At the customer's request, CASCO will insure the consignment against insurable damage at the customer's expense.
- (8) If the delivery is returned as undeliverable, CASCO is not obliged to keep it for the customer, unless the customer is not responsible for the impediment to delivery. CASCO is entitled to destroy the delivery after checking the correctness of the dispatch, notification of the customer and expiry of an appropriate period for collection; the claim for remuneration by CASCO remains unaffected by this. Temporary storage is at the customer's risk.
- (9) Storage costs after transfer of risk shall be borne by the customer. In the case of storage by CASCO, the storage costs amount to 0.25% of the invoice amount of the delivery items to be stored per started week. We reserve the right to assert and prove higher or lower storage costs.

Sec. 11 Retention of title

- (1) Until all claims from the business relationship (including all balance claims from a current account relationship limited to this business relationship) to which CASCO is entitled against the customer for whatever legal reason, CASCO shall be granted the following securities.
- (2) Delivered goods remain the property of CASCO until full payment of all secured claims. The goods and the goods covered by the retention of title which replace them in accordance with the following provisions are hereinafter referred to as "reserved goods". Insofar as the following refers to the value of the goods or an item, this refers to the invoice value, in the absence of an invoice to the list price, and again in the absence of a list price to the objective value.
- (3) The customer shall store the reserved goods for CASCO free of charge and with the care of a prudent businessman. He is obliged to properly insure the reserved goods and to provide CASCO with proof of such insurance upon request.
- (4) The customer is entitled, until an enforcement event occurs (paragraph 11), to process the reserved goods in the ordinary course of business and to combine and mix (hereinafter together also referred to as "processing" or "to process") with other goods including real estate, and sell them. Pledges and transfers by way of security are not permitted.
- (5) If the reserved goods are processed by the customer, it is agreed that the processing shall take place in the name and on the account of CASCO as manufacturer and CASCO shall directly acquire ownership or – if the processing takes place from materials of several owners or the value of the processed object is higher than the value of the reserved goods – the co-ownership (fractional ownership) of the newly created object in proportion to the value of the reserved goods to the value of the newly created object. In the event that no such acquisition of ownership in favour of CASCO should occur and the newly created item is a movable item, the customer shall hereby transfer its future ownership or co-ownership of the newly created item to CASCO as a security in the ratio specified in sentence 1.
- (6) In the event of resale of the reserved goods, the customer hereby assigns to CASCO by way of security the resulting claim against the purchaser – in the event of co-ownership of the reserved goods by CASCO, however, only pro rata in proportion to the co-ownership share. The same applies to other claims that take the place of the reserved goods or otherwise arise with regard to the reserved goods, such as insurance claims or claims arising from tort in the event of loss or destruction.
- (7) If the customer processes the reserved goods on behalf of his customer ("end customer"), he hereby assigns to CASCO by way of security his claim to which he is entitled as remuneration for delivery and processing – but only in proportion to CASCO's co-ownership share. If the reserved goods are associated with a piece of land, the amount of the assigned claim is determined proportionately according to the ratio of the value of the reserved goods delivered by CASCO to the other associated movable objects.
- (8) Until revocation, the customer shall be entitled to collect the claims assigned in accordance with paragraphs 6 and 7. The customer shall immediately forward payments made on the assigned claims to CASCO up to the amount of the secured claim. In the event of an important reason, in particular default of payment, cessation of payments or justified indications of overindebtedness or imminent insolvency of the customer, CASCO shall be entitled to revoke the customer's authorization to collect. Furthermore, CASCO is entitled, after prior warning and observing a reasonable deadline for payment and its fruitless expiry, to disclose the assignment by way of security, to realise the assigned claims and to demand disclosure of the assignment by way of security by the customer to the end customer. In the event of an important reason pursuant to sentence 3 or an unsuccessful expiry of the deadline pursuant to sentence 4, the customer shall provide CASCO with the information necessary to assert its rights against the end customer and hand over the necessary documents.
- (9) If third parties access the reserved goods, in particular by seizure, the customer shall immediately draw their attention to CASCO's ownership and inform CASCO thereof in order to enable CASCO to enforce its ownership rights. If the third party is not in a position to reimburse CASCO for the judicial or extrajudicial costs incurred in connection with this, the customer shall be liable to CASCO for this.
- (10) CASCO shall release the reserved goods and the goods or claims replacing them if their value exceeds the amount of the secured claims by more than 20%. The choice of the items to be released afterwards lies with CASCO.

(11) If CASCO withdraws from the contract in the event of a breach of contract by the customer – in particular default of payment – (enforcement case), CASCO shall be entitled to demand the return of the reserved goods.

Sec. 12 Duty to examine and give notice of defects

- (1) The customer shall inspect the goods immediately after delivery and, if a defect becomes apparent, give notice of the defect in writing without delay, giving a precise description of the symptoms of the defect, insofar as this is feasible in the ordinary course of business.
- (2) If the customer fails to make such notification, the goods shall be deemed to have been approved, unless the defect was not identifiable during the inspection.
- (3) If such a defect only becomes apparent after delivery, the notification must be made immediately after discovery; otherwise the goods shall be deemed to have been approved even in consideration of this defect.
- (4) If CASCO fraudulently concealed a defect or assumed a guarantee for the quality of the service, CASCO cannot invoke the above provisions.

Sec. 13 Material defects

- (1) The goods have the agreed quality, correspond with that which is contractually stipulated, are otherwise characterized by normal use, and shall have the quality customary for goods of this type.
- (2) Claims for material defects are excluded in particular in the following cases
 - a) Deliveries and services of CASCO for which the customer does not owe any counterperformance;
 - b) Only insignificant deviations from the agreed quality; up to five percent of the order quantity in the event of only insignificant impairments of usability as well as in the event of excess or short deliveries;
 - c) Impairments which are based on the fact that the customer or a third party commissioned by him has incorrectly stored, transported, assembled, operated, used, made changes or modifications to the goods, replaced parts or used consumables which do not correspond to the original specifications, insofar as CASCO is not responsible for this;
 - d) Impairments based on normal wear and tear after the transfer of risk;
 - e) A violation of the contractual duty to examine or give notice of defects according to Sec. 12;
 - f) A violation of the statutory obligation to examine or give notice of defects in accordance with §§ 377 and 381 HGB;
 - g) If the customer is unaware of a defect due to gross negligence, the customer can only assert rights due to this defect if CASCO maliciously concealed the defect or assumed a guarantee for the condition of the item;
 - h) A delivery or service abroad, and in the case that the goods are to be resold or used as intended in an area outside the Federal Republic of Germany if the goods violate technical standards, legal, or other sovereign provisions that apply in the country of the customer, or in another area outside the Federal Republic of Germany in which the goods are to be resold or used as intended, and which CASCO neither knew nor had to know; CASCO is not obliged to examine the special features of foreign law;
 - i) In the case of a sales contract for the delivery of used goods.
- (3) The customer shall support CASCO in the analysis and elimination of defects by specifically describing problems that occur, providing CASCO with comprehensive information and granting CASCO the time and opportunity required for the elimination of defects.
- (4) CASCO may choose to remedy the defect by remedying the defect on site or at the business premises of CASCO or by delivering goods which do not have the defect. At least three attempts to remedy a defect must be accepted.
- (5) For the examination of the defectiveness of the goods, CASCO shall, at its discretion
 - a) Return the goods, or the part of the goods to CASCO for repair and subsequent return; if the goods prove to be defective, CASCO shall reimburse the necessary costs of installation and removal if the goods have been incorporated into another item or attached to another item according to their nature and intended use, as well as the reasonable shipping costs; this shall not apply if the costs increase because the delivery item is located at a location other than the place of intended use; no goods shall be shipped without postage or with insufficient postage; shipments lacking postage or with insufficient postage will not be accepted by CASCO;
 - b) Have a CASCO service technician carry out the repair on the customer's premises after prior consultation with the customer.
- (6) If a defect reported by the customer cannot be detected or if CASCO, in particular in accordance with paragraph 2 lit. c), is not responsible for the functional impairment, the customer shall bear CASCO's costs in accordance with the agreed or usual prices.
- (7) The exclusions and limitations of the customer's rights according to this Sec. 13 do not apply if CASCO has acted maliciously or assumed a guarantee for the quality of the item.
- (8) Section 15 (Liability of CASCO) applies to the scope and the amount of liability for damages and reimbursement of wasted expenses due to a defect for which CASCO is responsible.

Sec. 14 Defects of title

- (1) CASCO guarantees that the goods in the Federal Republic of Germany do not conflict with the rights of third parties. CASCO shall only be obliged to examine conflicting industrial property rights or other intellectual property rights of third parties for the territory of the Federal Republic of Germany.
- (2) In the event of delivery abroad and in the event that the goods are to be resold or used as intended in an area outside the Federal Republic of Germany, a defect of title due to an opposing industrial property right or other intellectual property of third parties shall only exist if CASCO knew or should have known this at the time the contract was concluded.
- (3) In the case of defects of title, CASCO warrants that CASCO will, at CASCO's discretion, modify or replace the goods in such a way that no more rights of third parties are infringed, but the goods continue to fulfill the contractually agreed functions, or provide the customer with the right of use by concluding a licence agreement.
- (4) The customer shall inform CASCO immediately in writing if third parties assert property rights (e.g. copyrights, trademark rights or patent rights) to the goods. The customer authorizes CASCO to conduct the dispute with the third party alone. If CASCO makes use of this authorization, the customer may not acknowledge the claims of the third party without the consent of CASCO. CASCO shall then defend the claims of the third party at its own expense and release the customer from all necessary costs associated with the defence of these claims, insofar as these are not based on the customer's conduct in breach of duty (e.g. use of the goods in breach of contract).
- (5) Sections 13 (2) (e) and (f) and (7) and (8) and (9) shall apply accordingly.

Sec. 15 Liability of CASCO

- (1) CASCO's liability for damages, on whatever legal grounds (e.g. impossibility, delay, defective or incorrect delivery or service, breach of contract and tort), is limited in accordance with this § 15 (Liability of CASCO), provided that the liability presupposes fault on the part of CASCO.

(2) CASCO's liability for simple negligence is excluded, unless there is a breach of an essential contractual obligation, the fulfilment of which is essential for the proper performance of the contract and on the observance of which the customer could rely and the non-performance of which endangers the achievement of the purpose of the contract (so-called "cardinal obligation"). In the event of a breach of such a material contractual obligation, CASCO's liability for simple negligence shall be limited to typical contractual damages foreseeable at the time of conclusion of the contract. In the case of simple negligence CASCO shall, however, only be liable to the extent of the limits of liability agreed in the individual contract.

(3) In the event of gross negligence, CASCO's liability is limited to damages that were foreseeable and typical for the contract at the time of conclusion of the contract.

(4) Insofar as the breach of duty by CASCO concerns deliveries and services which CASCO provides to the customer voluntarily and free of charge (e.g. as a gift, loan or free provision of services as well as in the case of pure favours), liability for simple negligence is excluded in its entirety. Insofar as CASCO provides technical information or acts in an advisory capacity after conclusion of the contract and this information or advice does not belong to the contractually agreed scope of services owed by CASCO, this shall be free of charge and excludes any liability for negligent incorrect information or advice.

(5) The liability exclusions and limitations of this Sec. 15 (Liability of CASCO) apply accordingly to claims for reimbursement of wasted expenses.

(6) The liability exclusions and limitations of this Sec. 15 (Liability of CASCO) apply to the same extent in favour of the organs, legal representatives, employees and other vicarious agents of CASCO.

(7) The limitations of this Sec. 15 (Liability of CASCO) do not apply to the liability of CASCO due to intentional conduct, injury to life, body or health, in cases of fraudulent intent, the assumption of a guarantee or claims under ProdHaftG (Product Liability Act).

Sec. 16 Statute of limitation

(1) The statute of limitations is

a) One year, but not less than three months from submission of the effective declaration of withdrawal or reduction; withdrawal or reduction shall only be effective if they are declared as defects of title within the period specified in b) for material defects or the period specified in c);

b) One year in the case of claims arising from material defects which do not relate to the repayment of the remuneration as a result of withdrawal or reduction;

c) Two years for claims arising from defects of title which do not have as their object the repayment of the remuneration as a result of withdrawal or reduction; if the defect of title is due to an exclusive right of a third party, on the basis of which the third party can demand surrender or destruction of the goods handed over to the customer, the statutory limitation period shall apply, however;

d) Two years for claims for reimbursement of remuneration, damages or reimbursement of futile expenses not based on material defects or defects of title.

(2) Subject to a deviating individual contractual provision in the cases referred to in paragraph 1 b) and c) in accordance with the statutory provisions, in particular the applicable warranty regulations should be applied, in the case referred to in paragraph d), the limitation period commences from the time at which the customer becomes aware of the circumstances giving rise to the claim or should have become aware of them without gross negligence.

(3) The limitation period shall commence at the latest upon expiry of the maximum periods specified in § 199 BGB.

(4) Notwithstanding the above, the statutory limitation provisions shall apply

a) In the case of claims for damages and reimbursement of wasted expenses due to gross negligence and in the cases mentioned in Sec. 15 paragraph 7,

b) In the case of claims for reimbursement of expenses after termination of a rental agreement and

c) For all entitlements other than those referred to in paragraph 1.

Sec. 17 Confidentiality

The parties may not provide third parties with access to business and trade secrets or other confidential information from the business relationship and from the area of the other party (with the exception of publicly accessible information). This also applies after termination of the contractual relationship.

Sec. 18 Country-specific marketing restrictions, approvals, applications for industrial property rights and attached trademarks

(1) Trademarks, patents, utility models, designs and other industrial property rights as well as any necessary approvals and approvals exist with regard to the contractual products only for Germany. The customer shall therefore inform CASCO immediately if he is aware of the existence of conflicting rights of third parties. In addition, CASCO may at any time request that the customer provide suitable proof in German or English that country-specific sales restrictions do not exist.

(2) The export, offering and placing on the market outside Germany shall be at the customer's own risk in consideration of any country-specific distribution restrictions. The customer shall endeavour to obtain any necessary approvals and permits at its own expense; CASCO shall be obliged to carry out any necessary cooperation actions. CASCO reserves the right to apply for and register the required industrial property rights at its own expense after being notified by the customer. The customer is prohibited from applying for or registering his own industrial property rights with regard to the contractual products without the consent of CASCO. The customer is also prohibited from applying for or registering internet domains containing the CASCO trademark or any other CASCO trademark or product name and/or otherwise using such internet domains for himself or third parties without the consent of CASCO.

(3) The customer shall not make any changes to the contractual products, including packaging and documentation. In particular, he shall not remove, make unrecognisable, stick over, or otherwise remove or alter any trademarks or logos affixed to the products.

Sec. 19 Final provisions

(1) These GTC and all individual contracts concluded on their basis shall be subject exclusively to the law of the Federal Republic of Germany. The UN Sales Convention (CISG) is excluded; mandatory provisions of the UN Sales Convention (in particular Art. 12, Art. 28 and Art. 89 et seq. CISG) remain unaffected.

(2) If the customer is a merchant, a legal entity under public law or a special fund under public law or if he has no general place of jurisdiction in the Federal Republic of Germany, the exclusive place of jurisdiction for all disputes in connection with the individual contracts concluded with the inclusion of these GTC shall be the place of business of the respective company of CASCO. In addition, any further legal place of jurisdiction shall apply to actions brought by CASCO against the customer. Mandatory legal provisions concerning exclusive places of jurisdiction shall remain unaffected by this provision.

(3) The agreements on the place of jurisdiction pursuant to paragraph 2 shall be governed exclusively by the law of the Federal Republic of Germany.

(4) If the customer is a merchant, a legal entity under public law or a special fund under public law, the place of performance is the place of business of the respective company of CASCO, unless otherwise stated in the individual contract.

(5) Insofar as the individual contract concluded with the customer on the basis of these GTC contains gaps, those legally effective provisions shall be deemed agreed to fill these gaps which the parties would have agreed according to the economic objectives of the individual contract if they had been aware of the gap.

Information about the processing and handling of personal data in accordance with the transparency requirement as per article. 12 ff GDPR

Intended purpose

Our company processes personal data for the purpose of establishing business relationships and fulfilling orders. This concerns all data categories for the fulfilment of pre-contractual and contractual obligations. Personal data will only be passed on to third parties if this is necessary to fulfil the business purpose. A disclosure of personal data to third parties, including in third countries with an unclear data protection level (usually countries outside of the EU), who are not involved in the business purpose will not take place or will only take place with the consent of the party concerned.

The collection, processing and use of personal data occurs within the framework of what is legally permissible pursuant to article 5 and 6 GDPR. If personal data are collected from the data subject, the data subject has the right to transparent information in accordance with article 12 ff GDPR and in accordance with § 32 Federal Data Protection Act. In principle, only such information is processed and used that is necessary to fulfil operational tasks and that is directly related to the purpose of processing. The special requirements for collecting, processing and using special categories of personal data pursuant to article 9 GDPR and § 22 ff Federal Data Protection Act are observed. According to the GDPR, the processing and handling of sensitive data is only permitted under the principle of the reservation of permission or if a legal basis for this exists.

The rights of those concerned

According to article 15 ff GDPR, parties concerned have the right to information, correction, deletion, restriction and objection to the processing of their data.

Furthermore, the parties concerned have the right to revoke their consent to the processing of personal data for the future in accordance with article 13 para. 2 item c GDPR if the processing is based on article 6 para. 1 a or Art. 9 para. 2 a GDPR. The legality of the processing carried out on the basis of the consent until the revocation is not affected by this. As a rule, however, revocation or failure to provide the necessary data means that the purpose for which the data was or would have to be collected cannot be fulfilled. Written form is required to exercise the rights. For this purpose, please contact us **by email at info@casco-helme.de**

Deletion of personal data

Personal data are deleted if the purpose for storage is eliminated and no legal regulation (e.g. legal retention period) requires the data to be retained. The requirements of article 17 GDPR apply in conjunction with § 35 BDSG. If the deletion of the data is not possible for legal, contractual or commercial or tax reasons, the processing of the data may be restricted at the request of the party concerned. Written form is required to exercise the right.

The right of the party concerned to data transferability

The company guarantees the right to data transferability in accordance with article 20 GDPR. Every party concerned has the right to receive a copy of his or her pb data in a common machine-readable file format.

Party responsible according to GDPR and Federal Data Protection Act

CASCO International GmbH

Data protection officer of the company

Mr. Hermann J. Janz. Available at jc@jcdatenschutz.de

Right of appeal

According to article 77 GDPR, every party concerned has a right of appeal to the country's supervisory authority. The state data protection officer can be contacted by email: saechsdsb@slt.sachsen.de

Status of May 2018