

General Terms and Conditions of Business and Delivery (GTCB) of LCG Energy Technology GmbH

I. General

1. the services and deliveries of LCG Energy Technology GmbH are provided exclusively on the basis of the following General Terms and Conditions.
2. we only deliver to private individuals as well as to entrepreneurs within the meaning of § 14 BGB.
3. by placing an order, the customer declares his agreement with these GTCs. We do not accept deviating terms and conditions of the customer; this also applies if we do not expressly object to their inclusion.
4. our GTC shall also apply to all future transactions with the customer.

II. Conclusion of contract

1. our electronic, written or verbal offers do not constitute an offer in the legal sense, but are to be understood as an invitation to the customer to place an order.
2. with the order/commissioning, the customer places a legally binding order to which he is legally bound. The date of receipt of the order by LCG Energy Technology GmbH shall be decisive.
3. contracts shall only come into effect upon written confirmation (order confirmation) by LCG Energy Technology GmbH, at the latest upon delivery to the customer. At the earliest with the payment of the purchase price or down payment by the customer.
4. our offers and order confirmations are always subject to a positive credit check of the customer and subject to timely and proper self-delivery.

III. Prices

1. our prices are net, "ex works", plus statutory VAT and transportation costs. After order confirmation, a down payment of 50% of the total amount is due. We reserve the right to increase our prices accordingly if cost increases occur after conclusion of the contract, in particular due to wage agreements, material price increases or exchange rate fluctuations. We will prove these increases to the customer on request.
2. ancillary and additional services (e.g. installation and commissioning or delivery) shall be agreed separately. Unless otherwise agreed, such ancillary services shall be borne by the customer.

IV. Payment

1. payment of the agreed price must be made within 10 days of the invoice date. If the payment deadline is exceeded, statutory default interest shall be charged. The date of receipt of payment on the account is relevant.
2. money orders, checks and bills of exchange shall only be accepted by special agreement and only on account of payment, with all collection and discount charges being charged.
3. the customer may only offset against our claims if the counterclaim is undisputed, legally established or ready for decision; the customer may only assert a right of retention insofar as it is based on claims arising from this contract.
4. if payment terms are not met or facts become known which give rise to justified doubts about the customer's creditworthiness, all claims shall become due immediately. In such cases, we shall be entitled to carry out outstanding deliveries against advance payment or provision of security or to withdraw from the contract after a reasonable period or to demand compensation for non-performance.

V. Delivery

1. delivery dates or delivery periods are always non-binding.
2. delivery periods shall commence on the date of our order confirmation. They end on the day on which the goods leave the factory or on which readiness for dispatch is notified (in the case of collection by the customer).
3. the delivery period shall be extended appropriately in the event of measures within the framework of labor disputes, as well as in the event of unforeseen obstacles that lie outside our sphere of influence, insofar as such obstacles demonstrably have a considerable influence on the production or delivery of the delivery item. This shall also apply if such circumstances occur at subcontractors/sub-suppliers. We shall also not be responsible for the aforementioned circumstances if they arise during an already existing delay. We shall inform the customer of the beginning and end of such hindrances as soon as possible.
4. if we are in default of delivery, the customer must set a reasonable grace period. In the event of a justified withdrawal after expiry of the deadline, any liability for damages in the event of slight negligence shall be limited to 10% of the value of the goods.
5. partial deliveries and early deliveries by us are always permissible.

VI. Shipping and transfer of risk

- (1) All deliveries shall always be EXW (Incoterms 2010) ex works.
2. we are entitled to ship the goods in a manner of our choice, unless otherwise agreed.

VII. Retention of title

1. we reserve title to the delivery items until the delivery items have been paid for in full.
2. the customer is obliged to treat the delivery items with care; in particular, he is obliged to insure them adequately against fire, water damage and theft at his own expense.
3. the customer shall be entitled to resell the delivery items in the ordinary course of business; the customer shall not be permitted to pledge them or assign them as security. Claims arising from the resale of the goods are hereby assigned to us in the amount of the final invoice amount (extended reservation of title); we accept the assignment. The customer shall remain authorized to collect the receivables without this affecting our authority to collect the receivables ourselves. The customer is obliged to provide us with all information necessary to collect the assigned claims.
4. any treatment or processing of the delivery items shall be carried out on our behalf. If the reserved goods are processed, combined, mixed or blended with other goods not belonging to us, we shall be entitled to the resulting co-ownership share in the new item in the ratio of the invoice value of the reserved goods to the other processed goods at the time of processing, combining, mixing or blending. If the customer acquires sole ownership of the new item, it is agreed that the customer shall transfer co-ownership to us on a pro rata basis. This shall be kept for us free of charge. The advance assignment agreed above shall apply in the aforementioned cases only to the amount of the invoice value of the goods subject to retention of title which are resold together with other goods. In the event of seizure or other access by third parties to the reserved goods or the claims assigned in advance, the customer must inform us immediately.
5. we are obliged to release the securities to which we are entitled in accordance with the above provisions at our discretion and at the customer's request to the extent that the value of these securities exceeds our claims to be secured by more than 20%.

VIII. Warranty and claims for damages/liability

1. liability for defects
 - 1.1 In the case of the sale of used goods, any warranty is excluded unless it concerns damages resulting from injury to life, body or health or the damages are based on an intentional or grossly negligent breach of duty.
 - 1.2 In the event of liability for defects, we shall initially be entitled, at our discretion, to provide subsequent performance by remedying the defect or delivering a replacement. If the subsequent performance fails or is unreasonable for the customer, the customer shall be

entitled to the statutory rights, if applicable (e.g. withdrawal or reduction). An insignificant defect does not entitle the customer to withdraw from the contract.

1.3 In the event of a justified withdrawal, the customer must allow the benefits of use gained up to the withdrawal to be offset. The benefit of use for the period up to the withdrawal shall be calculated pro rata on the basis of the purchase price and the usual total period of use of the goods, unless the use was only possible to a limited extent or not at all due to the defect. Both parties are at liberty to prove a lower or higher benefit of use.

1.4 If the inspection of the subject matter of the contract based on a notice of defect shows that there is no material defect, we shall be entitled to charge the customer a lump sum for expenses/processing in the amount of EUR 100.00 for processing in Germany and EUR 200.00 within Europe, to prove.

1.5 The customer's warranty claims shall become time-barred 24 (twenty-four) months after the transfer of risk. The processing of a notice of defect by the customer by us shall not be deemed to be an acknowledgement of the defect, but shall only lead to a suspension of the limitation period if the statutory requirements for this are met. This shall not result in a recommencement of the limitation period. This shall also apply if we undertake subsequent performance (rectification of defects or replacement delivery). A rectification of defects can only affect the limitation period of the defect triggering the rectification and any new defects arising in the course of the rectification.

1.6 Any warranty claim of the customer shall lapse in the event of improper handling of the delivered items or improper repair attempts.

1.7 The customer's rights pursuant to §§ 478, 479 BGB remain unaffected by the aforementioned provisions.

2 Overall liability

2.1 Unless otherwise stated below, further claims of the customer - irrespective of the legal grounds - are excluded. In particular, we shall not be liable for damage that has not occurred to the delivery item itself, for loss of profit or other financial losses of the customer.

2.2 This limitation of liability shall not apply if the cause of the damage is based on intent or gross negligence on our part or if we have breached a material contractual obligation (so-called cardinal obligation). The limitation of liability shall also not apply if we have fraudulently concealed a defect or have assumed a guarantee with regard to the quality of the goods.

2.3 In the event of simple negligence, our obligation to pay compensation shall be limited to the foreseeable damage, in any case to the sum insured under our product liability insurance; we are prepared to grant the customer access to our policy on request.

2.4 Claims shall become time-barred 24 months after the transfer of risk. This shall also apply to claims for compensation for consequential damage caused by a defect, unless claims are asserted due to fraudulent concealment of a defect in tort or liability claims due to intent.

2.5 Any further liability for compensation other than that provided for above is excluded. This shall not apply to claims for injury to life, limb or health, claims pursuant to §§ 1, 4 of the Product Liability Act or for claims in tort or in the event of impossibility for which we are responsible.

2.6 LCG Energy Technology GmbH accepts no liability for damage to the building structure caused by the installation of the nano heating module. Installation is carried out at the instigation of the customer. The owner of the building is solely liable for damage caused by external influences or other unforeseeable events. LCG Energy accepts no liability for damage to the heating module caused by external influences or other unforeseeable events.

IX. Inspection of the goods

The customer shall immediately inspect the goods for completeness, conformity with the delivery documents and the order and for defects and shall immediately notify us in writing of any recognizable deviations and defects. If a complaint is not made within 4 working days of receipt by the customer, the delivery shall be deemed to be in accordance with the contract, unless the deviation was not recognizable despite careful inspection.

X. Packaging

The goods shall be packed in a customary manner. If returnable packaging is used, it shall be labeled separately, stating a return period and type. In this case, the customer is obliged to return the returnable packaging as notified.

XI. Export

1. all products and technical know-how are delivered by us in compliance with the currently valid AWG/AWV/EG Dual-Use Regulation and the US export regulations and are intended for use and to remain in the country of delivery agreed with the customer. If the customer intends to re-export products, he is obliged to comply with US, European and national export regulations.

2. the customer must independently inform himself about the currently valid regulations and ordinances (Federal Office of Economics and Export Control or Bureau of Industry and Security, USA). Irrespective of whether the customer specifies the final destination of the delivered products, it is the customer's own responsibility to obtain any necessary approval from the relevant foreign trade authorities before exporting such products. We have no obligation to provide information or advice.

3. without prior official approval, the customer is not permitted to deliver products directly or indirectly to countries subject to a US embargo or to natural or legal persons in these countries or to natural or legal persons on US, European or national prohibition lists (e.g. "Entity List", "Denied Persons List").

4. the customer shall be fully liable in the event of non-compliance with the relevant provisions and shall indemnify us against any corresponding third-party claims.

XII. Anti-corruption

The customer is prohibited from offering, promising or granting a payment or any other advantage to a public official or a person with special public service obligations in return for the fact that he has performed or will perform an official act in the future.

XIII Place of performance and jurisdiction

1. place of performance and jurisdiction is Heerlen and Aachen.

(2) German law shall apply to the exclusion of the conflict of law rules of the IPR and the UN Convention on Contracts for the International Sale of Goods (CISG).

XIV Partial invalidity

Should individual provisions of these GTC be or become invalid, this shall not affect the validity of the remaining provisions. The contracting parties undertake to bring about a provision that comes closest to the invalid provision in terms of its legal and economic content.