

GENERAL TERMS AND CONDITIONS OF EPS ELEKTRONIK GmbH & Co. KG

§ 1 General, scope

1) The following terms and conditions govern all contractual agreements between EPS Elektronik GmbH & Co. KG, represented by EPS Elektronik GmbH, Managing Directors Enrik Peter and Christian Reichert (below referred to as EPS Elektronik) and customers and entrepreneurs (below referred to as 'customer' or 'buyer') who purchase goods or receive services from EPS Elektronik. Decisive is always the version valid at the time of the conclusion of the contract.

2) Customers in terms of these general terms and conditions are natural and legal persons who undertake business with EPS Elektronik separate to their commercial or self-employed occupational activities. Entrepreneurs in terms of these general terms and conditions are natural and legal persons or incorporated partnerships who undertake business with EPS Elektronik in the course of their commercial or self-employed occupational activities.

§ 2 Subject matter of the contract and conclusion of the contract

1) EPS Elektronik offers automotive electronics, factory new of fully reconditioned, and as service tests and repairs of defective electronic control units.

2) Exchange devices are defective devices that have been repaired and fully reconditioned. If in stock they can be delivered immediately. With exchange devices there is no downtime as in case of tests and repairs. For delivery and charging of a fully reconditioned exchange device EPS Elektronik requires to receive the defective, repairable old device within 7 working days (dispatch inside Germany) or 14 working days (dispatch from foreign countries). EPS Elektronik repairs the old device and afterwards holds it in stock for other customers. If EPS Elektronik receives an old device which has a damaged box, is not repairable or only repairable with increased efforts (e.g. burnt, water damages, unqualified attempts of repair) EPS Elektronik has to calculate an extra charge. This extra charge may vary depending on circumstances and will be calculated according to the extra work and extra expenses or costs for reprourement. In these cases customers can undo the trade within 7 days upon receipt of the invoice. EPS Elektronik will return the old device and refund the amount paid for the exchange device, less a handling fee for the incoming inspection and shipping costs once EPS Elektronik gets back the exchange device. EPS Elektronik has to charge a handling fee for the incoming tests since a returned device that was not inspected before must not be sold. When the period of 7 days has expired EPS Elektronik regards this as the customer's compliance with the extra charge. The old device will be repaired or disposed as prescribed by regulations. After this a reversed transaction and return of the device is no longer possible.

3) When buying new devices, if a repairable old device was received in payment, the following applies: first EPS Elektronik will charge the original price for the device . If EPS Elektronik receives a repairable, unopened old device of the same type within 7 working days (dispatch inside Germany) or 14 working days (dispatch from foreign countries) (no fire damages, water damages, no attempts of repair), the customer will be refunded the amount stated in the invoice after the incoming inspection.

4) Repairs will be carried out either as full reconditioning or repair of defective parts. In the latter case, the warranty is extended only for the restored functions. EPS Elektronik will test the device before repairing it. If this test reveals the device is not repairable or if EPS Elektronik can not find any defects on the device itself, EPS Elektronik will charge a handling fee for the time and expenses. If a defective device is repaired by EPS Elektronik this inspection fee will not be charged additionally to the price for the repair.

5) Matter of all inspections are obvious or typical defects of the ECUs. It is not

possible to take into account all parameters and variations within the complex vehicle system which is technically and economically impossible. Therefore EPS Elektronik reserves the right to stop any test at their discretion if it is not possible to localize a defect. EPS Elektronik will have to charge the processing fee for the test in any case.

6) Written offers of EPS Elektronik are non-binding in terms of price, delivery and other contents. Verbal agreements or assurances are invalid without a written confirmation.

7) By sending a device or placing a written order the customer agrees to the general terms and conditions of EPS Elektronik and agrees to accept the delivered goods or services. The conclusion of the contract is formed either by a verbally or telephonically placed customer order or by an order confirmation including payment information (payment in advance) or by delivery of goods (cash on delivery) if necessary after inspection or repair. Exchange devices and new devices will be reserved at the time the order confirmation is sent. In cases of payment in advance the payment has to be made within 7 days after receiving the order confirmation. If this is not the case EPS Elektronik can no longer afford to maintain a reservation. In these cases EPS Elektronik reserves the right to withdraw from the contract. Verbally placed orders will only be executed on explicit customer's demand or if they are confirmed in writing within 4 working days. With immediate delivery the customer waives a written confirmation. If the customer orders a testing of his device he will receive the test result and an estimate for a repair, if technically feasible and economically reasonable. The repair will not be started before we will have received a written or verbally placed order.

8) Conclusion of contract for devices which are set in format of an auction (eBay): a) By adding an item to their eBay website, EPS Elektronik submits a binding offer for concluding a contract for this item. EPS Elektronik determines a starting price and a deadline. Within this period the offer can be accepted by bid. Additionally EPS Elektronik determines a minimum price which is invisible for buyers of auctions with the option "minimum price". b) The buyer accepts the offer by placing a bid using the bidding function. The bid expires if another bidder submits a higher bid before the expiry and bidding deadline. c) The contract between EPS Elektronik and the buyer is accomplished when the buyer is the highest bidder at the expiry of the auction or at the early ending of the auction by EPS Elektronik, unless EPS Elektronik was legally entitled to withdraw the offer and delete existing bids. The contract will not be accomplished at auctions providing the option "minimum price" if this minimum price is not reached.

9) Conclusion of contract for devices at a fixed price (eBay): a) By adding an item on eBay using the "Buy now/ Buy now and new" option, EPS Elektronik submits a binding offer to conclude the contract with regard to this item (fixed price offer). EPS Elektronik determines a fixed price at which the offer may be accepted, regardless of whether the offer time period expires and without holding an auction at this fixed price. Additionally EPS Elektronik may provide its fixed prices with the option "proposed price" or "immediate payment". b) The contract between EPS Elektronik and the buyer is concluded when the buyer submits a bid at the level of the fixed price using the bidding function. Within the option "immediate payment" the contract is accomplished only when the buyer completed the payment process via Paypal successfully. c) If the buyer submits a bid lower than the fixed price within the option "proposed price" a contract will be concluded when EPS Elektronik accepts this offer. If EPS Elektronik submits a counter-offer, the anterior offer is rejected. In this case a contract is concluded if the buyer accepts the counter-offer. Both, offer and counteroffer, are binding and valid for 48 hours.

10) ABS control units should be sent for testing, repair or exchange without the hydraulic unit, since the weight of the hydraulic unit may cause transport damages to the control unit. EPS Elektronik is not liable for these damages. If yet the hydraulic unit is sent, EPS Elektronik additionally charges 20 € due to the additional workload. Before sending hydraulic units these must be sealed to protect them from pollution. Hydraulic units that have not properly been sealed are no longer suitable for reassembly into the vehicle.

§ 3 Cancellation, cancellation period and consequences of cancellation for the delivery of goods and the provision of services

1) If the signing of the contract is subject to the Distance Selling Act the buyer has a right of cancellation when dealing as a customer.

Right of cancellation for the delivery of goods:

A customer can cancel the contract without statement of reasons in writing (e.g. email, fax) or - if the goods have already been delivered before the end of this cancellation period – by returning the goods within 1 month. The period begins upon receipt of the notification in writing but not before receipt of the goods at the receiver (in the recurring supply of similar goods not before receipt of the first partial delivery) and not before meeting our information requirements pursuant to Article 246 § 2 in conjunction with § 1 Abs. 1 and 2 of the Introductory Law to the German Civil Code (EGBGB), as well as our requirements pursuant to §312g Abs.1 (1) of the German Civil Code (BGB) in conjunction with Article 246 §3 of the Introductory Law to the German Civil Code (EGBGB). In order to ensure the cancellation takes place it is sufficient to send the cancellation or the goods in time.

2) Please address your cancellation to:

EPS-Elektronik GmbH & Co. KG
Am Laddeken 6
D-38685 Langelsheim
Germany
E-mail: info@eps-elektronik.com
Fax: 0049(0)5325 5287841

3) Consequences of cancellation: In the case of an effective cancellation, received goods and benefits (e.g. interest) have to be returned. If the customer can not return the goods, or can only return them partially or in a bad state, the loss of value for EPS Elektronik must be compensated. For the deterioration of goods and benefits derived the customer must pay a compensation only insofar as the use or the deterioration is due to a handling of the goods which exceeds testing the properties and functioning. „Testing the properties and functioning“ refers to the testing and evaluation of the respective goods such as it is possible and usually practiced in a store.

4) Transportable goods are returned at the risk of EPS Elektronik. The customer has to pay the regular costs of reshipment, if the delivered goods match with the ordered goods and if the price of the reshipped items does not exceed an amount of 40 EUR or – in case of a higher price of the goods – if the customer has not yet made the contractual agreed payment or partial payment at the time of his cancellation. Otherwise the reshipment is free of charge for the customer. Goods not suitable for transportation will be picked up at the customer's. Requirements for refunding of payments must be met within 30 days. For the customer the period begins when sending the declaration of cancellation or returning the goods, for EPS Elektronik on receipt.

Right of cancellation for the provision of services

5) A customer can cancel the contract without statement of reasons in writing (e.g. email, fax) within 1 month. The period begins upon receipt of the notification in writing but not before the conclusion of the contract and not before meeting our information requirements pursuant to Article 246 § 2 in conjunction with § 1 Abs. 1 and 2 of the Introductory Law to the German Civil Code (EGBGB), as well as our requirements pursuant to §312g Abs.1 (1) of the German Civil Code (BGB) in conjunction with Article 246 §3 of the Introductory Law to the German Civil Code (EGBGB). In order to ensure the cancellation takes place it is sufficient to send the cancellation in time.

6) Please address your cancellation to:

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Am Laddeken 6
D-38685 Langelsheim
Germany

E-mail: info@eps-elektronik.com

Fax: 0049(0)5325 5287841

7) Consequences of cancellation: In the event of an effective cancellation, received benefits (e.g. interest) have to be returned on both sides. If the customer can not return the received services or benefits (e.g. use), or can only return them partially or in a worsened state, the loss of value for EPS Elektronik must be compensated. As a consequence, the contractual agreed payments may have to be fulfilled for the period until the cancellation. Requirements for refunding of payments must be met within 30 days. For the customer the period begins when sending the declaration of cancellation, for EPS Elektronik on receipt.

8) **Additional information:** The right of cancellation for the customer terminates preterm, if the contract is fulfilled by both parties with the customer's explicit approval before the customer has cancelled the contract.

§ 4 Payment, maturity and delayed payment

- 1) Items are paid according to the payment terms of EPS Elektronik.
- 2) The purchase price has to be paid immediately after the conclusion of the contract. Unless otherwise agreed or displayed on the invoice payments are due immediately as of the billing date net (free of all deductions). Customers may pay cash, in advance or with cash on delivery.
- 3) The payment is delayed if not received at the latest within 30 days after the due date of the demand and receiving the service.
- 4) If the customer is delayed with payment he is liable for any default. He is further liable for accidents as a result of this negligence unless the damage would have also occurred with payment in due time.
- 5) Interest will be charged on the purchase price. The annual interest rate for delayed payment is 5 percentage points above the base interest rate. For legal transactions not involving private customers, interest will be charged at 8 percentage points above the interest rate.
- 6) EPS Elektronik reserves the right to asset claims for further damages.

§ 5 Delivery, delivery date, passing of risk

- 1) In the absence of specific instructions, transport media and transport routes will be chosen by EPS Elektronik at their discretion.
- 2) Delivery is subject to the conditions of EPS Elektronik (optionally mentioned in the eBay offer). New items and exchange items will be delivered to the provided address immediately. With tests and repairs EPS Elektronik will deliver the items immediately after the service has been finished. Dates for returning items named by EPS Elektronik are non-binding if they have not been confirmed in writing as binding dates. If dates confirmed in writing exceed, the customer may cancel the order. The customer is only entitled to claim a compensation in those cases in which EPS Elektronik is liable for gross negligence and intent. Delays in delivery or wrong delivery do not entitle to claim a compensation, just as little do financial losses or consequential damages.
- 3) a) Transfer of risk if the customer is private: The risk of accidental loss or accidental depreciation of the goods shall pass to the customer on delivery. If goods are delivered with noticeable transport defects or goods are missing, the customer must not accept these goods. Complaints due to damages in transport must be claimed immediately by the customer against the transport company within the specified deadline.
b) Transfer of risk if the customer is an entrepreneur: The risk of accidental loss or accidental depreciation of the goods passes to the customer as soon as EPS Elektronik delivered the object of purchase to the carrier or the person/ agent

designated to execute the delivery.

§ 6 Reservation of title

1) The object of purchase remains property of EPS Elektronik until full payment was made (extended retention of title). Before transfer of ownership, the customer is not entitled to pledge, assign as security, process or redesign the item without explicit consent of EPS Elektronik.

§ 7 Prices

1) For private customers: the indicated prices are final prices, including VAT or other components of the final price. Shipping fees are not included in the stated price and will be charged in addition.

2) For companies: catalogue prices and list prices are non-binding. Prices valid at the date of delivery will be charged. Fixing prices is on condition of constant buying prices, wages, taxes and other costs. Any circumstances that can change the costs between the conclusion of the contract and delivery entitle EPS Elektronik to adjust prices, even retrospectively.

3) For exchange devices the agreed prices are valid, if the defective device is sent in exchange to EPS Elektronik at the latest within 7 working days (dispatch inside Germany) or 14 working days (dispatch from foreign countries) after receipt of the exchange device. The devices have to be sent in an insured parcel. If the period of 7 or 14 working days is exceeded, EPS Elektronik is entitled to claim for compensation an amount of 30 EUR. If EPS Elektronik does not receive the device after 30 days, they are entitled to claim for compensation an additional amount of 200 EUR. If EPS Elektronik receives a device that is not repairable or only repairable with increased effort (e.g. due to fire, water damages or unqualified repair attempts) at due date or an old device with damaged body, EPS Elektronik will add an extra charge depending on the additional expenditures or on replacements. After receipt of the invoice the customer has the possibility to undo the trade within 7 days. In this case EPS Elektronik will send back the old device and reimburse the amount for the exchange device as soon as EPS Elektronik receives the exchange device, only charging a handling fee with respect to their expenditures with the incoming test and shipping costs. EPS Elektronik has to charge this handling fee since a device that was not tested before must not be sold. If the deadline of 7 days has passed EPS Elektronik considers this as the customer's agreement with this extra charge. If it is possible EPS Elektronik will repair the delivered old device or dispose it correctly. At this point it is no longer possible to reverse the transaction by returning the device.

4) For testing EPS Elektronik charges a handling fee for opening, examining or testing the device. This fee will be charged in any case even if EPS Elektronik can not find a defect of the device.

§ 8 Withdrawal

1) EPS Elektronik is entitled to withdraw from the contract, including the case that part delivery has been made or is outstanding, if false information about the customer's financial capacity has been supplied or apparent reasons for the customer's financial incapacity have arisen (e.g. institution of insolvency or bankruptcy proceedings against the customer's assets or rejection of a respective application due to lack of funds). Before withdrawal, the customer is granted the option of depositing a payment in advance or providing a security.

2) Notwithstanding any claims for compensation, partial performances already made are to be charged and paid for according to contract in case of a partial withdrawal.

§ 9 Warranty

1) Warranty for private customers: a) EPS Elektronik guarantees that the object of purchase will be free of defects at handover. If a fault shows within 6 months after

delivery, it will be presumed that the product had been faulty at the time of handing over, unless such assumption is incompatible with the nature of the item or the defect. If the fault becomes apparent after the expiration of 6 months, the customer must demonstrate and prove the product was defective at the time of delivery.

b) If the product is defective, the customer has the right to choose between the contract's fulfilment by repair of the product or by replacement of the product. EPS Elektronik is entitled to refuse the chosen type of fulfilment if it is only achievable with unreasonable costs and does not lead to considerable disadvantages to the customer.

c) If the subsequent performance fails, the customer may generally demand either a reduction of the purchase price (decrease), a cancellation of the contract (rescission) or he can demand for compensation. If a reconditioned device is purchased a cancellation of the contract is not possible, if the exchange device delivered by the customer was already disposed or sold. The customer has no right to withdraw from the contract in case of minor defects.

d) The customer's statutory rights expire after 2 years, in case of used items after 1 year.

2) Warranty for entrepreneurs: a) Should the purchase for both parties be a commercial transaction, the customer has to inspect the goods immediately after receipt by regarding deviations from specified condition and amount. EPS Elektronik must be informed by the customer of visible defects or deviations within one week after receipt of goods in writing. Else the assertion of the warranty claim is excluded. Notification of any hidden defects must be made in writing within one week after their detection. Punctual dispatch suffices to keep the deadline. In this case the customer will have to prove all conditions for his claims under statutory rights, in particular the specific fault itself, the time of the discovery and the timeliness of the fault reporting.

b) In case of defects EPS Elektronik guarantees to either repair the item or deliver a replacement item.

c) The customer's claims regarding defects are time-barred within one year.

3) If for the purpose of subsequent performance EPS Elektronik delivers an item free of defects, EPS Elektronik can require a back guarantee of the defective item.

4) Defects that have been caused by the customer through improper use or use contrary to contract during installation, connection appliance or storage do not justify any claims against EPS Elektronik.

5) The legal warranty applies to fully reconditioned exchange devices and to repairs with full reconditioning to ensure proper function of the device, for repairs proper function of the repaired components. Excluded are damages caused by water, fire and/or oil, improper installation, defects on the vehicle, external impact etc. Any claims against this warranty will decline if the device is opened or if the seals are broken.

§ 10 Liability limitations

1) EPS Elektronik is liable for any damage other than damage resulting from personal injury or death only to the extent that such damage results from wilful misconduct or gross negligence or from the violation of an essential contractual obligation attributable to EPS Elektronik or to any of their employees. Contractual obligations are obligations which fulfil the adequate implementation of the contract on which the customer may continuously rely on. Any further liability for compensation of damages is excluded. Claims for a warranty for the condition of the item and the product liability remain untouched.

2) EPS Elektronik is in particular not liable for the assembly and disassembly or consequential damage on the vehicle, the usability of the vehicle, its historical or personal value.

3) During a repair or test, damaged components might get destroyed and make it impossible to repair the control unit. In these cases EPS Elektronik does not assume any liability.

4) According to the current state of technology data communication via internet can not be guaranteed at any time. Therefore EPS Elektronik does not assume any liability for the availability of our goods on the marketplace eBay or on our website www.eps-elektronik.com.

§ 11 Law applicable, place of jurisdiction

1) All disputes from this legal relationship are defected by the right of the Federal Republic of Germany. For private customers this choice of law applies to the extent that the granted protection is not withdrawn by imperative provisions of the law of the country, or state, the customer usually resides in. The validity of UN-purchase right is excluded.

2) If the customer is entrepreneur, legal person of public law or special fund under public law, the place of jurisdiction for all disputes resulting from this contract is exclusively the registered office of EPS Elektronik. The same applies if the customer has no place of general jurisdiction in Germany or if its place of residence or its whereabouts are unknown at the time of lodging the claim.

§ 12 Severability Clause

1) Should a provision of these General Terms and Conditions be or become invalid, all other provisions of these terms or any further agreements shall remain in full force and effect, unless the elimination of individual provisions discriminates either contract party to an unacceptable extent, so the adherence of the contract becomes unacceptable.

End of GTC, last valid version 04.11.2011.