

PROLINE

ADDITIONAL PRICE LIST 2019

Wall niches for adding an individual touch to your living ambience

As of now:
Including
sealing collar



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The prices indicated are list prices (excluding VAT) per m, m2, pack or piece. Prices are stated for purchase of complete packs (= 10 pcs.) or packaging unit; individual units +8 %

Minimum order value: 250 euros

Orders under the minimum amount will incur a charge of 25 euros

Prices are to be understood ex-works Boppard, packaging included.

The dimensions in the drawings are indicated in millimetres.

Discount: According to an individual agreement.

Other terms: As per our general terms of trade and sale. Subject to errors and technical changes. Colour depictions may vary from the original. Photos and illustrations are non-binding examples with no legal obligation.

This price list loses its validity with appearance of a new price list.

WALL NICHES



Wall niche

PROBOX

Proline wall niches integrate perfectly in the bathroom as well as in other rooms, they are small space-saving miracles. They are available in four standard sizes and can upgrade the living areas with optional equipment like light or wireless charging with additional options. They therefore do not only offer practical storage space for shampoo and co., they can even recharge your mobile phone. The special feature is that the tile profiles are already integrated. This means time saving for the installer at the building site as profiles do not have to be cut and corner pieces do not have to be inserted.

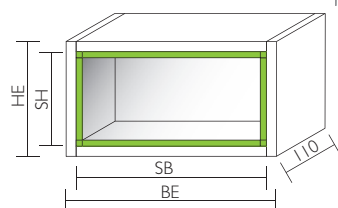
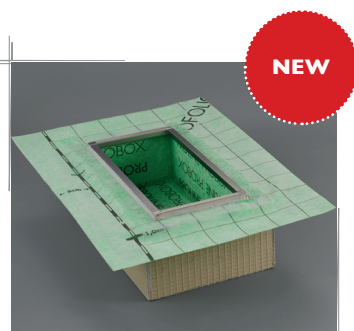


PROBOX

Page 6

- Area of use: New builds and renovations
- Versatile design options:
 - 4 standard sizes (other sizes on request)
 - 2 standard profile versions (round-edged or square-edged profile)
 - 3 stainless steel surfaces
 - 5 different profile heights
- Tile flooring can be integrated
- Easy application
- Time saving, as profiles are already installed
- System concept: Profiles matching with the Proline range

Update: As of now, all PROBOX models are factory-fitted with a pre-installed sealing collar



NEW

PROBOX with PRODECOR Q

Niche for installation in e.g. drywall systems for new buildings and renovation.

Stainless steel (V2A), Installation depth 110 mm

Base body (H x B) 30 x 15 cm

Visible dimension SH 298 x SB 148 mm | Assembly dimension HE 360 x BE 210 mm

Profile height H (mm)	6	8	10	11	12.5
Profile height including sealing collar (mm)	5	7	9	10	11.5
Brilliant	95700	95701	95702	95703	95704
Price € per piece	263.00	263.00	263.00	263.00	263.00
Brushed	95705	95706	95707	95708	95709
Price € per piece	263.00	263.00	263.00	263.00	263.00
Chrome plated	–	95711	95712	95713	95714
Price € per piece	–	263.00	263.00	263.00	263.00

Base body (H x B) 30 x 30 cm

Visible dimension SH 298 x SB 298 mm | Assembly dimension HE 360 x BE 360 mm

Profile height H (mm)	6	8	10	11	12.5
Profile height including sealing collar (mm)	5	7	9	10	11.5
Brilliant	95715	95716	95717	95718	95719
Price € per piece	276.00	276.00	276.00	276.00	276.00
Brushed	95720	95721	95722	95723	95724
Price € per piece	276.00	276.00	276.00	276.00	276.00
Chrome plated	–	95726	95727	95728	95729
Price € per piece	–	276.00	276.00	276.00	276.00

Base body (H x B) 30 x 45 cm

Visible dimension SH 298 x SB 448 mm | Assembly dimension HE 360 x BE 510 mm

Profile height H (mm)	6	8	10	11	12.5
Profile height including sealing collar (mm)	5	7	9	10	11.5
Brilliant	95730	95731	95732	95733	95734
Price € per piece	288.00	288.00	288.00	288.00	288.00
Brushed	95735	95736	95737	95738	95739
Price € per piece	288.00	288.00	288.00	288.00	288.00
Chrome plated	–	95741	95742	95743	95744
Price € per piece	–	288.00	288.00	288.00	288.00

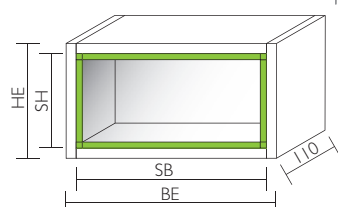
Base body (H x B) 30 x 60 cm

Visible dimension SH 298 x SB 598 mm | Assembly dimension HE 360 x BE 660 mm

Profile height H (mm)	6	8	10	11	12.5
Profile height including sealing collar (mm)	5	7	9	10	11.5
Brilliant	95745	95746	95747	95748	95749
Price € per piece	301.00	301.00	301.00	301.00	301.00
Brushed	95750	95751	95752	95753	95754
Price € per piece	301.00	301.00	301.00	301.00	301.00
Chrome plated	–	95756	95757	95758	95759
Price € per piece	–	301.00	301.00	301.00	301.00

Packaging unit: 1/-

Delivery time approx. 10 working days from receipt of order



NEW

Individual sizes and other profile materials/surfaces available on request. Delivery time approx. 10 working days from receipt of order.

Optional equipment, such as lighting, can be found on page 8.

* Factual profile height on the basis of factory installed sealing collar

Update: As of now, all PROBOX models are factory-fitted with a pre-installed sealing collar

PROBOX with PROROUND

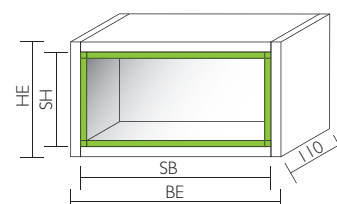
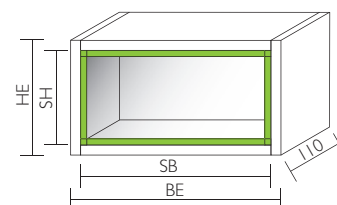
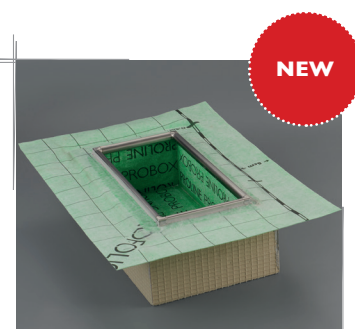
Niche for installation in e.g. drywall systems for new buildings and renovation.

Stainless steel (V2A), Installation depth 110 mm

Base body (H x B) 30 x 15 cm					
Visible dimension SH 298 x SB 148 mm Assembly dimension HE 360 x BE 210 mm					
Profile height H (mm)	6	8	10	11	12.5
Profile height including sealing collar (mm)	5	7	9	10	11.5
Brilliant	95760	95761	95762	95763	95764
Price € per piece	263.00	263.00	263.00	263.00	263.00
Brushed	95765	95766	95767	95768	95769
Price € per piece	263.00	263.00	263.00	263.00	263.00
Chrome plated	–	95771	95772	95773	95774
Price € per piece	–	263.00	263.00	263.00	263.00
Base body (H x B) 30 x 30 cm					
Visible dimension SH 298 x SB 298 mm Assembly dimension HE 360 x BE 360 mm					
Profile height H (mm)	6	8	10	11	12.5
Profile height including sealing collar (mm)	5	7	9	10	11.5
Brilliant	95775	95776	95777	95778	95779
Price € per piece	276.00	276.00	276.00	276.00	276.00
Brushed	95780	95781	95782	95783	95784
Price € per piece	276.00	276.00	276.00	276.00	276.00
Chrome plated	–	95786	95787	95788	95789
Price € per piece	–	276.00	276.00	276.00	276.00
Base body (H x B) 30 x 45 cm					
Visible dimension SH 298 x SB 448 mm Assembly dimension HE 360 x BE 510 mm					
Profile height H (mm)	6	8	10	11	12.5
Profile height including sealing collar (mm)	5	7	9	10	11.5
Brilliant	95790	95791	95792	95793	95794
Price € per piece	288.00	288.00	288.00	288.00	288.00
Brushed	95795	95796	95797	95798	95799
Price € per piece	288.00	288.00	288.00	288.00	288.00
Chrome plated	–	95801	95802	95803	95804
Price € per piece	–	288.00	288.00	288.00	288.00
Base body (H x B) 30 x 60 cm					
Visible dimension SH 298 x SB 598 mm Assembly dimension HE 360 x BE 660 mm					
Profile height H (mm)	6	8	10	11	12.5
Profile height including sealing collar (mm)	5	7	9	10	11.5
Brilliant	95805	95806	95807	95808	95809
Price € per piece	301.00	301.00	301.00	301.00	301.00
Brushed	95810	95811	95812	95813	95814
Price € per piece	301.00	301.00	301.00	301.00	301.00
Chrome plated	–	95816	95817	95818	95819
Price € per piece	–	301.00	301.00	301.00	301.00

Packaging unit: 1/-

Delivery time approx. 10 working days from receipt of order



Individual sizes and other profile materials/surfaces available on request. Delivery time approx. 10 working days from receipt of order.

Optional equipment, such as lighting, can be found on page 8.

* Factual profile height on the basis of factory installed sealing collar

PROBOX optional equipment (only available in conjunction with a PROBOX)



Glass bottom with wireless charging

For wireless charging via induction of e.g. mobile phones, only for inside use, do not install in the immediate shower area, IP44 water protection rating

Length (cm)	30	45	60
● Cream white	95820	95821	95822
Price € per piece	337.35	337.35	337.35
● Anthracite	95823	95824	95825
Price € per piece	337.35	337.35	337.35

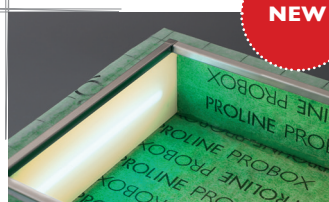


NEW

Acrylic glass with wireless charging

For wireless charging via induction of e.g. mobile phones, only for inside use, do not install in the immediate shower area, IP44 water protection rating

Length (cm)	30	45	60
● Cream white	95830	95831	95832
Price € per piece	215.50	215.50	215.50
● Anthracite	95833	95834	95835
Price € per piece	215.50	215.50	215.50



NEW

LED warm-white with diffuser screen

Light colour: warm-white; incl. 24V DC mains adapter; max. 10.5 W; M8 circular connector set; connection cable for mains adapter available in 3 m or 10 m including plug; water protection class IP66

Length (cm)	20	35	50
Connection cable for mains adapter 3 m	95836	95837	95838
Price € per piece	145.50	153.50	161.50
Connection cable for mains adapter 10 m	95839	95840	95841
Price € per piece	175.00	183.00	191.00



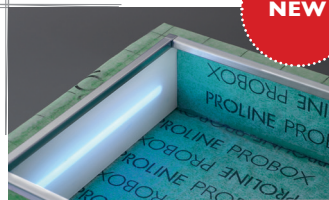
NEW

4-channel remote controller

Compatible with LED warm-white with diffuser screen

To control up to 6 PROBOX LED systems via Bluetooth using tablet PC or smartphone; can be completely connected to all CASAMBI compatible devices; input voltage: 10 to 48V DC

Item No.	01468
Price € per piece	on request



NEW

WiFi LED RGB with diffuser screen

Light colours: red, green, blue; can be controlled with a remote or app; incl. WiFi connector and 12V mains adapter, water protection class IP66

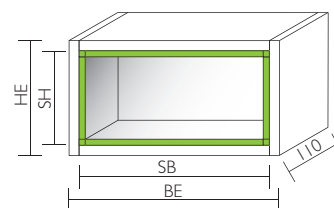
Length (cm)	20	35	50
LED with diffuser screen	95826	95827	95828
Price € per piece	189.50	190.50	194.50

PROBOX special sizes for your planning

Stainless steel (V2A), Installation depth 110 mm

Base body (H x B) 30 x 61 - 70 cm	
Price € per piece	317,00
Base body (H x B) 30 x 71 - 80 cm	
Price € per piece	363,00
Base body (H x B) 30 x 81 - 90 cm	
Price € per piece	408,00
Base body (H x B) 30 x 91 - 100 cm	
Price € per piece	453,00
Base body (H x B) 30 x 101 - 110 cm	
Price € per piece	499,00
Base body (H x B) 30 x 111 - 120 cm	
Price € per piece	544,00

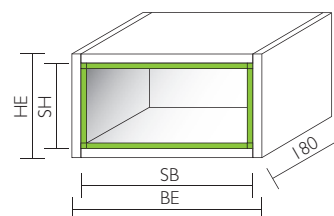
Delivery time approx. 10 working days from receipt of order



Stainless steel (V2A), Installation depth 180 mm

Base body (H x B) 30 x 61 - 70 cm	
Price € per piece	381,00
Base body (H x B) 30 x 71 - 80 cm	
Price € per piece	435,00
Base body (H x B) 30 x 81 - 90 cm	
Price € per piece	490,00
Base body (H x B) 30 x 91 - 100 cm	
Price € per piece	544,00
Base body (H x B) 30 x 101 - 110 cm	
Price € per piece	598,00
Base body (H x B) 30 x 111 - 120 cm	
Price € per piece	653,00

Delivery time approx. 10 working days from receipt of order



Here you can find prices for your PROBOX
with special sizes from 61-120 cm

Optional equipment, such as lighting, can be found on page 8

General Terms of Business of Proline Systems GmbH

I. Scope and Conclusion of the Contract

1. a) The following General Terms of Business shall apply to all transactions between Proline Systems GmbH and its customers who are commercial enterprises.

b) Commercial enterprises in the meaning of the General Terms of Business are natural or legal persons, legal or special funds under public law or private companies with legal capacity who, on conclusion of a legal transaction, act in fulfilment of their commercial or self-employed professional activities.

c) These General Terms of Business shall also apply to all future transactions between Proline Systems GmbH and its previously described customers, insofar as these are legal transactions of a similar kind and the General Terms of Business was made known to the customer in written form.

2. At this juncture we hereby declare null and void the buyer's own terms and conditions, also for future transactions. Thus, the General Terms of Business of Proline Systems GmbH shall apply exclusively. This shall also be the case where ordering parties refer to their own diverging terms in a letter of confirmation; for future transactions but only after these General Terms of Business was made known to the customer in written form.

3. Diverging agreements shall only be binding when expressly confirmed by Proline Systems GmbH. Such deviations shall only apply to the transactions for which they were agreed.

4. On placing an order for goods the customer bindingly declares the wish to purchase the ordered goods. The buyer is bound to the order for one week calculated from the arrival of the order at Proline Systems GmbH.

II. Quote

1. Our quotes are non-binding unless a divergent provision has been expressly made.

2. Technical progress, changes in production and changes to operational processes in our suppliers production chain can lead to technical changes in the goods we supply. We reserve the right to make such changes insofar as these only constitute an insignificant and - in consideration of our interests in the change - reasonable (for the orderer) technical deviation from the goods ordered.

3. Information, suggestions or recommendations, including from our employees, are given to the best of our knowledge and belief but, unless otherwise expressly agreed, non-binding and without any guarantee or liability. Due to the variety of applications, building constellations and installation conditions it shall not be possible to check all versions and application options beforehand. Furthermore, those goods supplied or offered are interdependent on a variety of different building materials and assembly components. Our information shall not release contractual partners from the obligation to check themselves and enquire about each individual application and installation site of the supplied and/or requested products, to check the long-term operability of the products in terms of each application purpose and to take due care, possibly also by means of a prior test assembly, to make sure of the designated function during assembly and in the subsequent mounted state.

4. Orders accepted by employees of Proline Systems GmbH – regardless by which means of transmission – shall only be deemed as accepted if they are confirmed by us without prejudice to Cl. I.4. of these General Terms of Business.

III. Prices

1. The prices are agreed in Euro and shall be ex works Boppard, without installation or other supplementary services. Added to this are any necessary delivery, haulage or packing costs as well as the VAT valid at the time of invoicing plus import and export duties. In case of repeated orders, the prices of the first order shall only apply by special agreement. In the event of repeat orders the prices of the first order shall apply by special agreement only. Where the parties have not come to any agreement on the remuneration for a service by Proline Systems GmbH and where, given the circumstances, the customer can only expect the rendering of that service in exchange for remuneration, the customer must pay the usual remuneration for this service.

2. Unless an explicit fixed price agreement has been made we shall reserve the right, due to altered wage, material or sales costs, to make appropriate price increases to those deliveries made 2 months or more after conclusion of the contract. With on-demand orders this period shall be calculated between the time when the order is placed and when the goods are called up.

IV. Delivery

1. We make every effort to honour the periods we state for providing the specified services and delivering the goods. Unless otherwise expressly agreed, however, our indications are only to be understood as non-binding. Furthermore, adherence to the service or delivery deadlines shall also be subject to us receiving our supplies from our suppliers on time, in sufficient quantities and in the proper fashion. This shall only apply in the event of our not being responsible for non-delivery, in particular where we have concluded a congruent hedging transaction with our suppliers. The customer shall be informed without delay of the non-availability of the service. The payment in exchange for this service shall be reimbursed without delay.

2. Significant changes to orders shall lead to agreed dates and deadlines being lifted unless a new schedule has been accepted in writing. This shall also apply where changes to orders are withdrawn again. The buyer must bear the costs arising from the requested change.

3. Delivery and service deadlines shall be extended by a suitable period in the event of force majeure (e.g. strike or restriction of access for suppliers).

4. Unless otherwise agreed, notification of dispatch readiness is significant for adherence to the binding delivery deadlines. Should delivery be delayed as a result of circumstances for which the buyer is responsible, the latter shall be charged the storage costs incurred by Proline Systems GmbH or third parties 14 days after the goods have been declared ready for dispatch. At the same time, the risk of storage shall be transferred to the buyer. Should a suitable subsequent deadline prove fruitless we shall be entitled to otherwise use the items for delivery and to furnish the buyer with a suitable extension to the deadline. Should the buyer fail to accept the goods or provide a delivery address for longer than 2 weeks after notice has been given of the readiness to deliver, Proline Systems GmbH shall, at our discretion, be entitled, after the prior setting of a 2-week final deadline, to withdraw from the contract or demand damages instead of claiming payment of

25 % of the agreed price of the goods plus relevant valid VAT.

5. Dispatch shall be effected to the best of our judgement and without a guarantee for the cheapest and fastest means. Unless otherwise agreed, the goods shall be dispatched uninsured. The risk of conveyance shall be transferred to the customer once the goods have been submitted to the haulage or freight firm. We deliver in packaging that is customary in the trade; the cost of any special packaging required must be met by the buyer. Packaging can only be returned and recycled subsequent to special written agreement. Freight and cost-free conveyance shall only occur after special agreement. Individual agreements shall remain unaffected by the aforementioned provision.

6. One week after the expiry of a non-binding delivery date or a non-binding delivery period the buyer can ask Proline Systems GmbH to deliver within a suitable period. On receipt of this reminder, Proline Systems GmbH is in default if it cannot deliver by the given deadline. The buyer can demand compensation due to damage resulting from the delay. On expiry of the final deadline the buyer shall be entitled to withdraw from the contract in a written declaration to Proline Systems GmbH or to demand compensation in place of the service.

7. The buyer may only demand damage compensation in accordance with IV.6. according to the provisions specified by VI.6. and VI.7. The buyer shall provide proof of the reason and extent of the damage. The same shall apply for expenditure spent to no avail. It shall not be possible to demand compensation for damages in place of the service, given the obligation to provide the service is excluded.

8. Proline Systems GmbH is authorised to make partial deliveries unless they are contrary to the buyer's interests. These shall apply as an individual delivery and as such can be invoiced for separately unless other terms of payment are agreed.

9. Deliveries free construction site or warehouse, unless expressly agreed otherwise, shall be limited to delivery without unloading under the proviso of there being an approach road accessible to heavy goods vehicles. Unloading must be affected by the ordering party forthwith and in the proper fashion.

10. Arrangements with agreed partial deliveries (orders for goods to be delivered on demand) shall oblige the customer to accept partial deliveries in approximately equal monthly instalments unless otherwise agreed.

V. Due Date and Payment

1. Payments shall be affected net within 30 days after delivery has been effected and from the invoice date. Where the aforementioned 30-day period allowed for payment is exceeded the outstanding receivable shall be subject to interest of 5 % pa above the current basic interest rate. Proline Systems GmbH shall expressly reserve the right to claim compensation for default going beyond this pursuant to the legal provisions valid for such cases.

2. In each case when cheques are accepted they shall only be considered as a conditional payment i.e. payment shall only be deemed honoured once the sum payable on the cheque has been irrevocably credited to our accounts. Where cheques are not credited to the acceptor on time all outstanding claims for payment shall become payable at this point.

3. Should the buyer fail to honour or honour on time his payment obligations or those obligations arising from title retention the entire remainder owed – even deferred obligations – shall become payable immediately. The same applies if Proline Systems GmbH should discover that the buyer falls into financial collapse.

4. The buyer shall only be entitled to offset claims insofar as the claims for payment have been ascertained as undisputed or legally binding. The buyer shall not be entitled to a right of retention.

5. We must be informed of changes to the ownership (individual companies), company type or other instances affecting commercial circumstances (creditworthiness) of the buyer in writing without delay. These instances shall entitle us, at our discretion, to immediately demand payment be made or a security be given in respect of payable or deferred claims arising from all existing transactions.

6. Credit-unworthiness can be assumed implicit in the event of a cheque being protested.

7. Our invoices and credit notes collected by direct debit are classed as pre-notification according to the SEPA process.

VI. Complaints, Warranty and Liability; Period of Limitation of Customer Claims for Quality Defects

1. The buyer shall immediately notify all identifiable defects, shortfalls, incorrect deliveries or lack of assured properties, but at the latest within 2 working day of delivery, in any case however before resale, use processing, joining, mixing or installation. The buyer shall undertake to check our products appropriately before installing. Hidden defects shall be indicated by the buyer as soon as they are discovered. Should the buyer fail to meet this obligation the goods shall be deemed accepted. The same obligations affect the buyer where the defects relating to the products supplied by Proline Systems GmbH or consequential damage caused by these products are recognised only after they have been installed or put into operation. Proline Systems GmbH shall always be given sufficient time and opportunity - to the extent reasonably acceptable for the buyer - to view the damage or defect, to form a picture of the cause of the defect and, where relevant, to undertake disassembly tests even if longer term physical, chemical or application-based examinations and analyses are necessary. This shall equally apply if Proline Systems GmbH commissions appraisers or experts from outside the company undertake these examinations or if the product liability insurer wishes to undertake such tasks in the course of liability law proceedings. Unless chiefly in the customer's interest this is absolutely necessary, it shall not be permitted to undertake any changes to the criticised products or the constructions pertaining thereto prior to a visit/appraisal. Should the customer fail to meet this obligation Proline shall be released from any liability or warranty unless the change can be proven not to have any effect on the extent of the defect/damage or its establishment. Where the emergence of damage was contributed to by a technical, executional or planning error on the part of the customer or a third party Proline shall only be liable for the damage – irrespective of any other liability limitations – where this damage can be proven to have been caused by the

defectiveness of the supplied product. This shall equally apply to improper and/or untypical treatment of, or strain upon, the product during use. Proline Systems GmbH supplies products and systems for the specialist retail trade and beyond this for the skilled craftsmen. It is assumed the ordering party and/or installer is familiar with, and knows how to use, the relevant rules of the business, standards and guidelines, knows the materials used and their properties and will install them appropriately in the correct technical fashion. Further-reaching special information on the products and their application exist in printed form and on the Proline website and can, if unavailable, be requested or consulted on request prior to ordering and realisation. We shall not be held liable for the consequences of deployment of products deviating from those which we describe or offer nor shall we be held liable for improper use of the products.

2. a) We reserve the right to fetch or have fetched defective parts at our expense. In such cases, any return of the goods to us may only take place with our consent. Otherwise the buyer shall bear the costs for their return.

b) Where supplementary performance in the form of a new delivery takes place due to a shall complaint the provisions on delivery shall apply accordingly. Where the defect is to be remedied through reworking we shall be granted a period of three weeks in which to do this. The right to choose whether a new item is to be delivered or the defect is to be remedied shall be taken by Proline Systems GmbH at its own discretion, unless the customer is not obliged to set a reasonable deadline for substitute performance in accordance with § 323 Sec. 2, § 326 Sec. 5 or § 636 BGB (German Civil Code). Only when substitute performance granted to Proline Systems GmbH and an attempted substitute performance has failed twice, shall the buyer be entitled to cancel the contract or reduce the purchase price. With claims that go beyond the mere provision or reworking of products because other connecting building materials and building components are damaged, liability shall be limited to the measures required to restore the usual/former state of the product based on the version and suitable to the previous period of usage; further liability of Proline Systems GmbH in accordance with Cl.VI.6. or VI.7. of these General Terms of Business shall remain unaffected by this.

4. Claims by the customer for liability for defective parts are subject to a limitation period – unless not relevant in Cl.VI.6./VI.7. of these General Terms of Business or other bases for claims are applicable – of two years after the passage of risk, but at the latest upon delivery.

5. a) Our contribution towards planning as well as any advisory services – particularly, but not limited to, in relation to the shape, installation and function of a product are, unless otherwise agreed, to be understood regularly as non-binding assistance for which no liability for correctness will be accepted.

b) Special orders are orders of products that are not featured in our price lists in that kind, size and form. For manufacturing reasons these may differ from those products featured in the price list, other print media and on the website and/or from products appearing similar in terms of the materials used, the formula and/or size. We reserve the right to feature such divergences – where appropriate for the customer – as they are production related and meet the functionality, use and installation possibilities to be normally assumed. It is generally to be assumed that special orders require special preparatory work, longer time and special planning prior and subsequent to their realisation.

6. Proline Systems GmbH shall only be held liable for damages in the event of intent or gross negligence; beyond this only for ordinary negligence

- in the case of harm to life, bodily harm or injury to health

- in the case of violation of obligations – whose fulfilment actually makes proper performance of the contract at all possible and on whose observation the customer can therefore depend – or in the case of violation of such customer rights the contract especially has to grant to the customer according to its content and purpose (so-called "cardinal duties"). In these cases, Proline Systems GmbH's liability is restricted to the scope of damage typically expected from breaches of duty.

7. The aforementioned limitations to liability shall also be valid in favour of our legal representatives, managing employees, all staff as well as our proxies and vicarious agents, this also being the case in the event of a possible direct recourse.

8. It shall not be possible to transfer warranty rights to third parties.

9. Should we be entitled to claim compensation instead of payment pursuant to § 281 of the German Civil Code (BGB) our claim to performance shall only then expire at variance with § 281 Section 4 of the German Civil Code (BGB) when compensation has actually been paid by the buyer/ordering party.

VII. Title Retention

1. We shall retain title on the goods delivered by us until such time as the buyer has settled all claims arising from the commercial transaction with us, in particular until such time as the balance has been settled.

2. In the event of the buyer acting in violation of the contract, in particular in the event of payment default, we shall be entitled to take back the delivery item; the buyer is obliged to surrender it. The act of taking back the delivery item shall not constitute cancellation of the contract unless we have explicitly declared cancellation. In the event of seizure or other third party interventions the buyer shall inform us of these forthwith in writing so that we may take legal action pursuant to § 771 of the Code of Civil Procedure (ZPO). Unless the third party is obliged or able to refund us the judicial and extra-judicial costs arising from the action pursuant to § 771 of the Code of Civil Procedure (ZPO), the buyer shall be liable for the loss we have incurred through this.

3. The buyer shall store and label our goods subject to retention of title. The buyer shall be entitled to have access to the delivered goods as part of proper business practice, specifically to install or sell them. In so doing the buyer is obliged to indicate title retention to his customers in writing. However, the buyer's entitlement shall cease should he fall into arrears with payment commitments. In this case the buyer must give us the documents and information necessary to collect payment.

Extraordinary injunctions, such as pledges or assignments as a security, shall only be operative with our express approval. The buyer must immediately make notification of

third party access to those goods subject to retention of title. In the event of execution the ordering parties must immediately transmit to us a copy of the execution record and any solemn assurances that our retention of title on the seized item remains intact.

4. The buyer shall be entitled to collect claims from resale until such time as we revoke this, which is permissible at any time. The buyer shall already now transfer to Proline Systems GmbH all claims along with all secondary rights and securities until all outstanding claims have been settled, that he is entitled to from future sales, processing etc. of the goods supplied by Proline Systems GmbH in respect of his customers, namely those amounting to the invoiced sum plus 20 %, as well as any of his own claims for surrender from goods subject to retained title.

5. The buyer's processing or transformation of the delivery item shall not affect our title on that item. Where our goods subject to retention of title are processed, mixed or joined with items not belonging to us or used to produce a new item through transformation, the buyer shall already now hereby transfer to us as collateral on our claims a proportion (of the invoiced amount) of their title of (joint) ownership of the new item. Where the delivery item is inseparably joined to other items not belonging to us and where this extraneous item shall be regarded as a main item it shall be agreed that the buyer transfers to us a proportion of the joint ownership rights. The buyer shall hold in trust the sole or joint ownership rights so that any claims arising from this against Proline Systems GmbH can be repudiated.

6. Where the goods subject to retention of title are used by the buyer to fulfil a contract for services or for labour and materials, the claims from the contract for services or labour and materials shall be assigned to us to the same extent as laid down in Sections 4 and 5.

7. We shall undertake to release the collateral to which we are entitled at the buyer's request to the extent that the value of our collateral exceeds by more than 20% the claim to be safeguarded.

8. The buyer shall undertake to insure the goods subject to retention of title at his own cost against fire, water, theft and burglary. The rights from this insurance are to be transferred to us on request.

VIII. Place of Jurisdiction and Performance

1. The place of performance for payments and deliveries as well as for all other claims is Boppard.

2. The place of jurisdiction is Koblenz – also for matters concerning bills of exchange and cheques as well as for causes of action not relating to the contract but that concur with those of the contract. We shall, however, be entitled to also assert our claims at any other legally established place of jurisdiction.

3. This shall also apply if the buyer establishes his domicile or usual place of residence outside the German Federal Republic or the domicile or usual place of residence of the buyer is not known at the time when proceedings are instituted.

IX. Miscellaneous

1. Should individual incidental provisions in contracts with our customers or in these General Terms of Business be or become fully or partially inoperative this shall not otherwise affect the validity of the contracts or the General Terms of Business.

2. The law of the Federal Republic of Germany shall apply with the exception of the UN Convention on Contracts for the International Sale of Goods and German international private law.

3. The official language of the contract is German.

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03/2019**

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