

General Terms And Conditions

1. Validity

1.1 These Terms and Conditions of P+C Schwick GmbH (hereinafter referred to as "P+C Schwick") shall exclusively apply to entrepreneurs in the sense of § 14 BGB (including persons acting in the exercise of their commercial or self-employed activity), merchants according to the German Commercial Code (HGB) as well as legal entities under public law or special funds under public law in the sense of § 310 para. 1 BGB (hereinafter referred to as "Customer" or "Buyer").

1.2 These Terms and Conditions shall also apply to all future transactions with the Customer, insofar as these are legal transactions of a related nature, whereby it is irrelevant by which means the Customer orders the products from P+C Schwick (webshop, email, mail, telephone, fax, etc.).

1.3 Any agreements to the contrary shall only be valid if confirmed in writing by P+C Schwick. Terms and conditions of business and/or purchase as well as other terms and conditions of the Customer shall only apply if P+C Schwick has expressly agreed to them in writing in the individual case.

1.4 The Customer represents to P+C Schwick that it is acting as one of the persons listed in clause 1.1 in the context of the formation of a contract.

2. Offer and conclusion

2.1 Offers made by P+C Schwick are always subject to change without notice, unless P+C Schwick has expressly made a written declaration of commitment. A Customer's order shall in principle be deemed to be an offer pursuant to § 145 of the German Civil Code (BGB). We will accept a customer's order as soon as possible or inform the customer about the rejection of the offer.

2.2 If an order confirmation is sent to the customer, this shall not be deemed to be an acceptance of the customer's offer. A contract with the customer shall only be concluded upon the sending of an express declaration of acceptance or the partial or complete delivery of the ordered goods, as the latter shall be deemed to be an acceptance of the customer's offer.

2.3 Insofar as sales employees or sales representatives make verbal subsidiary agreements or agreements as to quality or give guarantees which go beyond the information given in the order and/or the declaration of acceptance, these always require written confirmation from P+C Schwick. Otherwise they shall not be valid.

2.4 The presentation of the products in the online store does not constitute a legally binding offer, but a non-binding online catalog. The manufacturer's specifications of the goods shall apply exclusively to the quality of the goods. These can be requested by the customer from P+C Schwick before placing the order. Information, drawings, illustrations in catalogs, price lists, order forms, printed matter and data carriers of P+C Schwick as well as in the internet presence of P+C Schwick (together hereinafter referred to as "Documents") are for

information purposes only and do not constitute quality specifications. Therefore, any warranty and/or guarantee for the information given in the Documents is also excluded, unless clause 7.5 of these Terms and Conditions is relevant. If the documents are copyrightable, P+C Schwick is entitled to the copyright. Furthermore, P+C Schwick is entitled to the right of ownership, unless this is transferred to the Customer.

2.5 The prices quoted by P+C Schwick are Euro prices and are valid ex warehouse Remscheid plus VAT at the applicable statutory rate and plus packaging and shipping costs (including transport insurance).

2.6 P+C Schwick shall also be entitled to levy price surcharges after the conclusion of the contract, insofar as calculation components of the price have changed between the order by the Customer and delivery; in addition to fees of all kinds, this shall include public charges, taxes and customs duties, freight surcharges, price increases of our suppliers and similar. In the event of the above-mentioned conditions leading to an increased price calculation at P+C Schwick, the increased price shall be deemed to have been agreed. If the calculation components have changed in such a way that this leads to a price increase for the affected items of more than 5%, both P+C Schwick and the customer are entitled to withdraw from the contract with regard to the affected products (partial withdrawal). With the announcement of corresponding price changes, all previously stated prices lose their validity. Packaging and transport costs will be charged separately.
(*The above provisions shall not apply to transactions concluded via third-party market platforms).

2.7 In the case of transit trade transactions or in the case of delivery to customers with open customs warehouses, the EU customs rate valid at the time of the submission of the offer shall only be included in the price offered if it is clearly marked as such in the offer, otherwise it shall be paid additionally by the customer.

2.8 In the case of prices quoted with an EU customs duty rate, P+C Schwick shall be entitled to invoice the new customs duty rate in the event of a change in the EU customs duty rate in the period between the submission of the offer and the date of delivery.

2.9 For quota goods from countries of origin enjoying so-called preferences for imports into the EC, section 2.7 shall apply mutatis mutandis. In case of such quota goods, P+C Schwick shall also be entitled to claim customs duties from the Customer up to 365 days after the date of delivery, provided that a customs or tax change notice is issued to P+C Schwick due to exhaustion of the goods quota.

2.10 VAT-exempt invoicing to intra-Community buyers can only be carried out if P+C Schwick is provided with an EU-VAT identification number. Duties or taxes not paid by the Buyer shall entitle the Seller to subsequent invoicing.

2.11 Deliveries in non-intra-community traffic are exempt from VAT. The Customer is obliged to have the export certified by the competent transitional customs office and to send the certificate to P+C Schwick within 14 days.

3. Contract language, contract text storing

The language(s) available for the conclusion of the contract: German, English

We do not store the text of the contract.

4. Delivery

4.1 P+C Schwick will send the ordered goods to the Customer as soon as possible. However, delivery dates and delivery periods are only binding if they are expressly confirmed by P+C Schwick in writing. If changes to the contract are subsequently agreed upon, the delivery date shall be agreed upon again.

4.2 The conclusion of the contract is subject to correct and timely delivery by our suppliers. If P+C Schwick is only partially supplied by the supplier, P+C Schwick shall also be entitled vis-à-vis the customer to make a partial delivery of the existing items and to make a subsequent delivery of the missing items within a reasonable period of time. If it is clear that P+C Schwick will not be able to deliver missing articles, P+C Schwick is entitled to withdraw from the contract with regard to the articles which can no longer be delivered (partial withdrawal). Should the partial delivery to the customer without the subsequent delivery of the missing articles be unreasonable for the customer according to objective assessment, the customer is entitled to withdraw from the contract with regard to these already delivered articles. This shall not apply, however, if articles have been individually manufactured for the Customer or have been ordered separately by P+C Schwick for the Customer.

4.3 If P+C Schwick is prevented from fulfilling its obligations by events beyond P+C Schwick's control, such as strike, lockout, damage to or destruction of the articles, faulty production, fire, water damage, intervention by higher authorities at P+C Schwick or at its suppliers or similar, the delivery time shall be extended by the duration of the hindrance and by a reasonable start-up time.

4.4 The Customer may only assert rights against P+C Schwick due to delayed or non-delivery after the Customer has granted P+C Schwick a reasonable period of time, which must be at least 14 days, for performance. After fruitless expiry of the deadline, the customer may withdraw from the contract. If P+C Schwick has already effected partial performances, the Customer may only withdraw from the entire contract if the Customer cannot reasonably be expected to adhere to the partial performance according to objective assessment.

4.5 Delivery dates specified by P+C Schwick shall be deemed to have been met if the goods to be delivered have left the factory or the warehouse of P+C Schwick prior to such date. Partial deliveries which are reasonable for the customer are permitted. Excess or short deliveries of up to 5% of the final quantity do not entitle the Customer to complain, unless the Customer cannot reasonably be expected to adhere to the excess or short deliveries according to objective assessment.

4.6 Agreed delivery dates shall be extended by the period of time during which the Customer is in default of its contractual obligations, without prejudice to any other rights of P+C Schwick resulting from the Customer's default.

4.7 P+C Schwick reserves the right to make changes in design, shape or color during the delivery period, provided that the object of purchase is not changed in its function and the change is reasonable for the Customer according to objective assessment. Customary deviations are possible at any time and do not require prior notice.

4.8 An agreed loan or an agreed delivery for testing shall only be free of charge within the period instructed in the loan bill; after expiry of the period, a charge of 0.2% of the list sales price shall be due per day.

4.9 If the Customer is in default of acceptance, P+C Schwick shall be entitled either to insist on acceptance and to demand 10% of the net purchase price as lump-sum compensation for damages and expenses or to withdraw from the contract and to demand compensation for the damage it has incurred. In the latter case, the Customer shall have the right to prove that P+C Schwick has incurred a lesser damage. For the duration of the Buyer's default in acceptance, P+C Schwick shall also be entitled to store the delivery items at its premises, at a forwarding agent's or a warehouse keeper's premises at the Buyer's risk. During the period of default of acceptance, the Buyer shall pay to P+C Schwick a flat rate of Euro 25.00 per month for the storage costs incurred without further proof. If higher storage costs are incurred, P+C Schwick may demand reimbursement of these costs from the Buyer against proof. The lump-sum compensation for storage costs shall be reduced to the extent that the customer proves that expenses or damage have not been incurred.

5. Shipping and transfer of risk

5.1 Unless otherwise agreed, the route and means of shipment are at the discretion of P+C Schwick. The risk of accidental loss or accidental deterioration of the goods shall pass to the Customer when the goods are handed over to a forwarding agent or carrier, but at the latest when the goods leave the warehouse.

5.2 If shipment is delayed at the Customer's request or through the Customer's fault, P+C Schwick shall store the goods at the Customer's expense and risk. In this case, the provision in clause 4.9 shall apply accordingly with regard to the storage costs from the time of storage. In addition, the risk of accidental loss in the above case shall pass to the Customer upon storage.

5.3 Any outer packaging used by us for shipment shall be subject to the Packaging Ordinance. If the Customer is a final consumer within the meaning of the Packaging Ordinance, P+C Schwick shall only accept returned outer packaging free of charge. The place of delivery in the sense of the VerpackV is the registered office of P+C Schwick. If the Customer is a reseller, the Customer is obliged to recycle or reuse the transport packaging of the goods delivered to him by P+C Schwick in accordance with § 4 paragraph 2 of the German Packaging Ordinance (VerpackV). Furthermore, he has to dispose of returned sales packaging delivered to him by P+C Schwick according to § 7 VerpackV. If the Customer does not duly comply with the above obligations, he shall indemnify P+C Schwick from any costs and damages incurred in this respect as well as from any penalties, fines, etc. imposed on P+C Schwick or shall pay for them. Any reduction of the invoice to cover costs incurred by the customer arising from or in connection with the above measures is excluded.

5.4 In order to keep the transport risk low for the customer, each shipment is insured by P+C Schwick against loss or damage for a value of goods up to Euro 15,000.00, unless otherwise agreed in writing. The premium for the transport insurance will be charged by P+C Schwick for shipments with a value of up to Euro 5,000.00 within the European Economic Area with Euro 1.50 and for shipments with a value of more than Euro 5,000.00 up to Euro 15,000.00 within the European Economic Area with Euro 3.00. Shipments with a value of goods exceeding Euro 15,000.00 will only be insured upon written request of the customer and after a corresponding separate agreement.

5.5 In case of transport damages, the insurance conditions of P+C Schwick are binding for the customer and part of the contract. The customer is obliged to cooperate in the assessment of the damage. The following conditions of damage assessment and reporting deadlines are to be observed:

Damaged packaging:

In case of transport by post and/or parcel services: Have confirmation issued immediately by the postal employee or delivery person.

If transported by a forwarding agent: Unpack in the presence of the delivering truck driver and have him certify the damage on the consignment bill or packing slip.

Faultless packaging but damaged contents (concealed damage):

In case of transport by post and/or parcel services: Immediately notify the responsible post office/branch, request inspection and a statement of facts.

In case of transport by forwarding agent: Immediately notify the delivering carrier and request an inspection. Have the damage certified on the consignment note after the inspection.

Any damage found must be reported to P+C Schwick immediately, at the latest within 3 working days.

The terms and conditions of insurance will be provided to the customer upon request, together with any amended terms and conditions up to the date of request. The customer must take all measures to keep the damage as low as possible. A claim does not entitle the Customer not to refuse payment. Rather, the amount invoiced by P+C Schwick is due on the same date as in a damage-free delivery period.

5.6 In case of customs deliveries (T1-deliveries or transit deliveries), the customs debt shall pass to the customer or the consignee of the customs goods, respectively, in case of a loss not supervised by customs or in case of damage or depreciation of the delivery item, respectively, when the delivery item is handed over to the transport company. The latter has to indemnify P+C Schwick from the customs debt. The customs debt is not covered by the transport insurance.

6. Export regulations

6.1 If the validity of a legal transaction in accordance with the provisions of the Foreign Trade and Payments Act, the Foreign Trade and Payments Ordinance or other provisions of export control law (including those of other countries) depends on the granting of one or more licenses, the legal transaction shall be invalid until the licenses have been granted.

6.2 If the performance of an act (e.g. delivery of goods or performance of a service) depends on the granting of one or more licenses in accordance with the provisions of the Foreign Trade and Payments Act, the Foreign Trade and Payments Ordinance or other export control regulations (including those of other countries), the act shall only be performed after the licenses have been granted.

6.3 The customer shall obtain the necessary permits at its own expense. Only after receipt of the relevant permits shall the customer be entitled to perform the export. The Buyer is additionally advised that U.S. export control law shall apply in the case of goods or delivery items originating in whole or in part from the United States. This may be the case even if the contract has no other connection with the USA.

6.4 The necessity of a license is to be taken from the respectively valid export list. P+C Schwick shall provide the export list number for the delivery item upon request. If an export is intended, the Customer is obliged to request the export list number from P+C Schwick, otherwise P+C Schwick disclaims any responsibility in case of an incorrect assessment on the part of the Customer about the necessity to present a valid export license in case of an export to a foreign country.

7. Notice of defects

7.1 Complaints due to incomplete or incorrect delivery or other defects (this also includes the lack of an agreed quality) must be made in writing within eight working days of receipt of the goods at the place of destination, insofar as they are recognizable.

7.2 Defects which are not recognizable upon proper inspection must be notified in writing within eight working days after discovery.

7.3 In the event of failure to notify us in writing in due time, all claims for defects shall be excluded.

7.4 Since the object of purchase usually represents a complex technical product, all knowledge about it is assumed to be with the customer. Incompatibilities with similar components and devices of other manufacturers already in use shall therefore not be grounds for claims for defects. Beyond the documents provided by the manufacturer, which P+C Schwick will provide upon request of the customer, P+C Schwick is not obliged to provide any information about the object of purchase, even if P+C Schwick should have already done so in exceptional cases for previous purchase contracts.

7.5 Warranty claims cannot be derived from incorrect product descriptions and product information in our catalogs, on our website or in advertising statements, unless these product descriptions and information have expressly become part of the contract in writing.

8. Defects and warranty

8.1 The customer shall only be entitled to delivery of goods that have a quality in accordance with the respective manufacturer's specifications, unless other quality specifications have expressly become part of the concluded contract in writing. Prior to placing an order, the

customer shall inform himself of the manufacturer's specifications. These can be requested from P+C Schwick. Furthermore, the customer has to satisfy himself that the ordered goods are suitable for the purposes pursued by him in accordance with the manufacturer's specifications.

8.2 P+C Schwick only warrants the quality of the goods to the extent that the quality of the goods corresponds to the manufacturer's specifications.

8.3 If defects are notified, they will be remedied by P+C Schwick either by repair or replacement. If P+C Schwick allows a reasonable period of grace granted to it to elapse without remedying the defect or if the subsequent delivery has failed, the Customer shall be entitled, at its option, (i) to rescind the contract or (ii) to demand a reduction of the purchase price (abatement) or (iii) to claim damages. In addition to the withdrawal, he shall not be entitled to claim damages due to the defect. If the customer chooses compensation for damages after failed subsequent performance without withdrawing from the contract, the goods shall remain with the customer. In this case the compensation is limited to the difference between the purchase price and the value of the defective item.

8.4 If P+C Schwick is not in a position to remedy defects found in a reasonable manner by rectification or if a remedy is technically not possible, P+C Schwick may withdraw from the contract without prejudice to the Customer's rights.

8.5 Any improper modifications and/or repair work carried out by the Customer or third parties shall exclude any liability for the resulting consequences.

8.6 Compliance with building and safety regulations of all kinds (VDE, TÜV, professional association, etc.) is the responsibility of the customer.

8.7 The warranty period is one year from delivery of the goods. The warranty is excluded for used goods.

8.8 Unless the products are expressly approved for that purpose, the products sold are not designed, intended or approved for use in life-sustaining, life-saving, nuclear, military or other applications where it can be assumed that the failure of such products could result in bodily injury, loss of life or serious damage to property.

9. Liability

9.1 P+C Schwick shall not be liable for damages, regardless of the cause thereof, in the event of simple negligence (except in the event of breach of material contractual obligations) of its legal representatives, executive employees and vicarious agents. The term "essential contractual obligations" includes contractual obligations, the fulfillment of which enables the proper execution of the contract in the first place and on the compliance with which the contractual partner may regularly rely.

9.2 Insofar as P+C Schwick is liable in accordance with clause 9.1 in the case of simple negligence, P+C Schwick shall only be liable for the foreseeable damage typical for the contract. In these cases, liability for indirect damages, consequential damages and loss of profit is also excluded.

9.3 The exclusions or limitations of liability set forth in clauses 9.1 and 9.2 shall not apply to damages due to the absence of warranties given, to liability under the Product Liability Act or to damages to life, limb or health.

9.4 If the Customer asserts claims directly against the legal representatives, employees or vicarious agents of P+C Schwick, the above provisions in clauses 9.1 to 9.3 shall apply equally in favor of them, to the extent permitted by law.

9.5 Should Customer use or sell the Goods for use in an application as set forth in Section 8.8 without the Products being approved for such use: (i) Customer acknowledges that such use or sale is at Customer's sole risk, (ii) Customer agrees that Company and the manufacturer of the Goods shall not be liable, in whole or in part, for any claim or damage arising out of such use, and (iii) Customer agrees to indemnify and hold P+C Schwick and the manufacturer and upstream suppliers of the Goods harmless from and against any and all claims, damages, losses, costs, expenses and liabilities arising out of or in connection with such use or sale. Liability under the Product Liability Act remains unaffected.

10. Terms of payment and cancellation possibility at P+C Schwick

10.1 The Customer agrees to receive the invoice from P+C Schwick by e-mail. If the Customer so desires, an invoice will also be sent to the Customer by mail. The customer can request the sending of an invoice by mail via his personal account manager. The customer must ensure that e-mails from "P+C Schwick.com" can pass the SPAM filter and/or the firewall at the customer's site in order to ensure proper delivery of the e-mail invoices.

10.2 All payments are to be made to the account named in the cost invoice sent within the stated period of time in accordance with the payment terms communicated upon acceptance of the contract.

10.3 If the customer defaults on a payment, interest on arrears shall be charged at a rate of 8% above the prime rate from the 10th day after delivery. We reserve the right to claim damages for default in excess thereof.

10.4 If delivery is delayed at the request of the customer, the invoice shall be issued when the goods are ready for delivery. In this case, the default provision according to clause 10.3 shall apply from the 10th day after notification of readiness for delivery.

10.5 Offsetting is only permissible with such claims that have been acknowledged by P+C Schwick in writing or have been legally established. The Customer may only exercise a right of retention if its counterclaim is based on the same contractual relationship.

10.6 P+C Schwick may withdraw from the contract if it becomes aware of a cessation of payments, the opening of insolvency proceedings, the rejection of insolvency proceedings for lack of assets, protests of bills of exchange or checks, or other concrete indications of a deterioration in the Customer's financial circumstances that make it probable that the Customer will not be able to fulfill its contractual obligations. If P+C Schwick withdraws from the contract or if the order is not executed for reasons for which the customer is responsible, then the customer shall pay P+C Schwick a lump-sum compensation of 10% of the purchase price for its expenses and lost profit. P+C Schwick reserves the right to claim a

demonstrably higher damage. The lump-sum compensation shall be reduced to the extent that the customer proves that expenses or damages have not been incurred.

11. Retention of title

11.1 All products delivered by P+C Schwick remain its property until all claims - including future claims - against the Customer arising from the business relationship (hereinafter also referred to as "Reserved Goods") have been satisfied in full. The Customer shall store the Reserved Goods for P+C Schwick free of charge. Upon request of P+C Schwick, which may be made at any time, the Customer shall store and mark the Reserved Goods separately.

11.2 As long as the title to the Reserved Goods has not passed to the Customer, the Customer shall treat the Reserved Goods with care. In particular, he shall be obligated to sufficiently insure them at his own expense against theft, fire and water damage at replacement value, insofar as the Retained Goods are high-value goods. If maintenance and inspection work has to be carried out, the Customer shall carry this out in good time at its own expense.

11.3 As long as the title to the Retained Goods has not passed to the Customer, the Customer shall immediately notify P+C Schwick in writing if Retained Goods are seized or subject to other interventions by third parties in order to enable P+C Schwick to enforce its title to the Retained Goods. To the extent that a third party is not in a position to reimburse P+C Schwick for the judicial and extrajudicial costs of a successful action pursuant to § 771 ZPO (German Code of Civil Procedure), the Customer shall be liable for the loss incurred by P+C Schwick.

11.4 If the Reserved Goods are processed by the Customer, it is agreed that the processing shall be carried out in the name and for the account of P+C Schwick and that P+C Schwick shall directly acquire ownership or - if the processing is carried out from goods of several owners or the value of the processed item is higher than the value of the Reserved Goods - co-ownership (fractional ownership) of the newly created item in proportion of the value of the Reserved Goods to the value of the newly created item. In the event that no such acquisition of ownership should occur at P+C Schwick, Buyer hereby assigns its future ownership or - in the above-mentioned ratio - co-ownership of the newly created item to P+C Schwick as security. P+C Schwick hereby accepts the assignment. If the Reserved Goods are combined or inseparably mixed with other items to form a uniform item and if one of the other items is to be regarded as the main item, the Customer hereby assigns to P+C Schwick, insofar as the main item belongs to the Customer, pro rata co-ownership of the uniform item in the ratio stated in sentence 1. P+C Schwick hereby accepts the assignment. The co-ownership rights arising in accordance with the above provisions shall be deemed to be goods subject to retention of title within the meaning of clause 11.1.

11.5 The Customer shall only be entitled to sell and/or process the Reserved Goods in the ordinary course of business and as long as the Customer is not in default of payment. Pledges and transfers of ownership by way of security with regard to the reserved goods are not permitted.

11.6 The Customer's claims arising from a resale of the Reserved Goods are hereby assigned to P+C Schwick. P+C Schwick hereby accepts the assignment. The assigned claim shall serve as security for P+C Schwick to the amount of the respective invoice value of the Reserved

Goods sold. Should the Reserved Goods be sold together with other goods not belonging to P+C Schwick, whether without or after processing, mixing or combining, the assignment of the claim from the resale shall only apply in the amount of the invoice value of the respective Reserved Goods sold or, in case of sale of goods in which P+C Schwick has co-ownership, in the amount of the invoice value of the co-ownership share(s).

11.7 The Customer is entitled to collect claims from the resale until revocation by P+C Schwick, which is permissible at any time. P+C Schwick is entitled to revoke this collection authorization if the customer is in default of payment or if the customer violates the obligations regulated in this paragraph. In the event of revocation of the collection authorization, P+C Schwick may notify the Customer's buyers of the assignment and collect the claim itself.

11.8 In the event of the Customer's default in payment or in the event that the Customer breaches the obligations set forth in this paragraph, P+C Schwick shall further be entitled to take back the Reserved Goods. After taking back the goods, P+C Schwick shall declare to the Customer within a reasonable period of time whether P+C Schwick will withdraw from the contract and claim damages. P+C Schwick shall be entitled to dispose of any Retained Goods taken back by private sale to offset its claims.

11.9 P+C Schwick undertakes to release the securities to which P+C Schwick is entitled at its discretion to the extent that their value exceeds the claims to be secured by more than 30%, insofar as these have not yet been settled. The choice of the items to be released thereafter shall be at P+C Schwick's discretion.

12. Place of jurisdiction/place of fulfillment

12.1 The exclusive place of jurisdiction for all disputes arising from or in connection with the Customer's business relationship with P+C Schwick shall be the registered office of P+C Schwick. However, if the Customer is domiciled abroad, P+C Schwick shall also be entitled to pursue its rights at the Customer's place of jurisdiction.

12.2 Place of fulfillment for all services between the parties is the place of business of P+C Schwick, unless the parties have agreed otherwise in the concluded contract or these Terms and Conditions.

13. Miscellaneous

13.1 All contracts with P+C Schwick shall be governed exclusively by German law, excluding the provisions of international private law. The applicability of the UN Convention on Contracts for the International Sale of Goods (CISG) is also excluded.

13.2 All amendments to these provisions must be made in writing. The same shall apply to any amendments to this written form agreement.

13.3 Should individual provisions of these Terms and Conditions be invalid in whole or in part, this shall not affect the validity of the remaining provisions. Rather, the invalid

provision shall be replaced by way of supplementary interpretation of the contract by a provision which comes as close as possible to the economic or legal purpose pursued by the parties with the invalid provision. The foregoing shall apply mutatis mutandis in the event of loopholes.

13.5 The European Commission provides a platform for online dispute resolution (OS): <https://ec.europa.eu/consumers/odr/>. We are not willing or obliged to participate in dispute resolution proceedings before a consumer arbitration board or universal arbitration board.