

Standard Terms and Conditions of Sale and Delivery of HK Appliances GmbH

Preamble

The basis of a lasting and successful business relationship is not terms and conditions, but a commitment to working together and mutual trust. Nevertheless, for all business transactions with our customers, we cannot avoid regulating some points in our terms and conditions of sale and delivery below that differ from or supplement the statutory provisions.

§1 Basic Principles - Scope

- (1) These Standard Terms and Conditions of Sale and Delivery ("Conditions") apply to all our business relations with our customers (hereinafter referred to as "Purchaser") to whom we sell and/or deliver movable goods. The Conditions shall apply without restriction if the Purchaser is an entrepreneur within the meaning of section 14 of the German Civil Code (BGB), a legal entity under public law or a special fund under public law. If the Purchaser is a consumer within the meaning of section 13 BGB, these Conditions shall apply with the exception of section 3 (5) sentences 3 to 5, section 5 (4), (5), (12) and (14), sections 7 to 8, section 11 and section 13 (2) of these Conditions and subject to mandatory legal provisions. The Conditions are acknowledged by placing an order or accepting delivery.
- (2) The Conditions apply in particular to contracts for the sale and/or delivery of movable goods (hereinafter also referred to as "Goods"), regardless of whether we manufacture the goods ourselves or purchase them from suppliers (sections 433, 650 (1) BGB). Unless expressly agreed otherwise, the Conditions in the version valid at the time of our order acknowledgement or, in any case, in the version last communicated to the contractual partner in text form, shall also apply as a framework agreement for future contracts for the sale and/or delivery of movable goods with the same Purchaser, without us having to refer to them again in each individual case.
- (3) Our General Conditions of Sale apply exclusively. Deviating, conflicting or supplementary general terms and conditions of the buyer only become part of the contract if we have expressly agreed to their validity in text form (e.g. fax, e-mail, and in writing, e.g. by letter). This requirement for consent applies in every case, for example, even if we carry out the delivery to the buyer without reservation, knowing the general terms and conditions of the buyer.
- (4) Individual agreements made with the Purchaser in individual cases (including collateral agreements, supplements and amendments) shall always take precedence over these Conditions. The content of such agreements is dependent on a written contract and/or our written acknowledgement unless there is proof to the contrary.
- (5) With the exception of managing directors and authorized signatories (Prokuristen), our representatives and employees are not entitled to make agreements deviating from these Conditions.
- (6) Legally relevant declarations and notifications given to us by the Purchaser after conclusion of the contract (e.g. setting deadlines, notifications of defects, declarations of withdrawal or reduction in price) require at least text form (e.g. fax or email) to be effective. A stricter form may be required under the following provisions, or under a special contractual agreement or statutory provisions. Further obligations to provide evidence, in particular in the event of doubts about the legitimacy of the person making the declaration, remain unaffected.
- (7) References to the applicability of legal regulations are only for the purpose of clarification. Even without such clarification, the statutory provisions shall therefore apply, unless they are specifically amended or expressly excluded in these Conditions.

§2 Offer/Prices/Conclusion of Contract

- (1) Our offers and price lists are without engagement and subject to change. This shall also apply if we have provided the Purchaser with samples, catalogues, technical documentation (e.g. drawings, plans, calculations, references to DIN standards), other product descriptions or documents – also in electronic form - (hereinafter collectively referred to as Documents), to which we reserve ownership rights and copyrights. Such documents shall be handed back to us on request.
- (2) Our prices are calculated on the basis of the wage and material costs applicable at the time of publication of the price list. If these costs change, we reserve the right to charge the prices applicable on the day of the order acknowledgement. In the case of an advance order placed by the Purchaser without a specified delivery date, we reserve the right to charge the prices applicable on the day the delivery date is fixed.
- (3) The ordering of the goods by the Purchaser shall be considered a binding offer of contract. Unless otherwise stated in the order, we shall be entitled to accept this offer of contract within 2 weeks of its receipt by us.
- (4) Offers of contract shall only be deemed accepted if they are confirmed by us at least in text form (order acknowledgement). This also applies to conditions agreed between our employees and the respective Purchaser. Mere electronic confirmations (e.g. in EDI format) of the receipt of electronic orders or contracts shall not be deemed to be an acceptance. The order acknowledgement determines the content of the contract of sale.
- (5) If an offer of contract is accepted, the creditworthiness of the Purchaser is assumed. Even after acceptance of the order, fulfilment of the contract of sale can be made dependent on an advance payment or the provision of security if information subsequently received by us gives rise to doubts about the creditworthiness of the Purchaser.
- (6) We reserve the right to make product changes which do not endanger the purpose of the contract and which are reasonable for the Purchaser without prior notice.

§3 Delivery, Transfer of Risk, Acceptance, Default of Acceptance

- (1) Unless otherwise agreed, delivery shall be ex warehouse, which shall also be the place of performance for delivery and any subsequent performance. At the request of the Purchaser, the goods will be shipped to another destination (sale by dispatch). Unless otherwise agreed, we shall be entitled to decide the type of shipment (in particular, transport company, shipping route, packaging) ourselves. In doing so, we shall select a usually suitable means of transport.
- (2) We shall be entitled to make reasonable partial deliveries, provided that the partial delivery is usable for the Purchaser within the scope of the agreed purpose and does not cause the Purchaser any considerable additional expenditure.
- (3) In the case of sale by despatch within Germany, we shall bear the transport costs, unless otherwise agreed in individual cases. In the case of shipment abroad, the conditions of the Incoterms specified in the order acknowledgement shall apply. Any customs duties, fees, taxes and other public charges shall always be borne by the Purchaser.
- (4) The risk of accidental loss and accidental deterioration of the goods shall pass to the Purchaser at the latest upon handover. In the event that we do not carry out the transport with our own vehicles and personnel, however, the risk of accidental loss and accidental deterioration of the goods and the risk of delay shall, in the case of sale by dispatch, pass to the Purchaser upon delivery of the goods to the forwarding agent, carrier or other person or institution designated to carry out the shipment. If an acceptance procedure has been agreed, this is decisive for the transfer of risk. The other rules of the law applicable to work contracts ("Werkverträge" as defined by German law) also apply accordingly for an agreed acceptance procedure.
- (5) If the Purchaser is in default of acceptance, this shall be deemed equivalent to handover or acceptance. If the Purchaser is in default of acceptance, if it fails to cooperate or if our delivery is delayed for other reasons for which the Purchaser is responsible, we are entitled to demand compensation for the resulting damage or loss, including additional expenses (e.g. storage costs). For this purpose, we shall charge a lump-sum compensation of 0.5% of the invoice amount per calendar week or part thereof up to a maximum total of 5% of the invoice amount, beginning with the agreed delivery date or - in the absence of such agreement - upon notification that the goods are ready for dispatch. The right to demonstrate a higher damage or loss and our legal claims (in particular, compensation for additional expenses, appropriate compensation, withdrawal, termination) remain unaffected; however, the lump sum is to be offset against further monetary claims. The Buyer shall be entitled to prove that the Seller has not incurred any damage at all or that the damage incurred is considerably lower than the above lump sum.
- (6) All our delivery periods shall commence on the date of dispatch of the order acknowledgement. They shall be deemed to have been met if the goods have left our factory by the end of the delivery period or the Purchaser has been notified that the goods are ready for dispatch.
- (7) If fulfillment within the delivery period is prevented in whole or in part by force majeure or other circumstances (e.g. strike, lack of raw materials, lawful lockouts, epidemics, lack of energy or labour) for which we are not responsible, the delivery time is extended by the duration of the hindrance.

- (8) Call-off orders and advance orders by the Purchaser must be accepted within four months of the date of the order acknowledgement, unless other dates are specified in the acknowledgement. Upon expiration of the acceptance period, the Purchaser shall be in default of acceptance without the need for a further request for acceptance.

§4 Default of delivery

- (1) If we are unable to meet binding delivery deadlines for reasons for which we are not responsible (e.g. due to unavailability of performance), we shall inform the Purchaser of this immediately and at the same time inform it of the expected new delivery deadline. If performance is also not available within the new delivery period, we shall be entitled to withdraw from the contract in whole or in part; we shall immediately credit any consideration already rendered by the Purchaser. A case of unavailability of performance in this sense is especially the failure of timely supply by our supplier, if we have concluded a congruent covering transaction, and neither we nor the supplier are at fault, or we are not obliged to procure in individual cases.
- (2) The occurrence of default in delivery by us shall be determined in accordance with the statutory provisions. In any case, however, a reminder from the Purchaser is required, setting a reasonable grace period of at least 4 weeks.
- (3) The rights of the Purchaser in accordance with § 6 of these Conditions and our statutory rights, particularly in the event of an exclusion of the obligation to perform (e.g. due to impossibility or unreasonableness of performance and/or subsequent performance), shall remain unaffected.

§5 Purchaser's claims for defects

- (1) The statutory provisions shall apply to the buyer's rights in the event of material defects and defects of title (including incorrect and short deliveries, as well as improper assembly or defective assembly instructions) unless otherwise specified below. In all cases, the special statutory provisions on reimbursement of expenses in the event of final delivery of the newly manufactured goods to a consumer (supplier recourse in accordance with Sections 478, 445a, 445b of the German Civil Code) remain unaffected, unless equivalent compensation has been agreed upon, e.g. as part of a quality assurance agreement.
- (2) Our liability for defects is primarily based on the agreement made on the condition and the anticipated use of the goods (including accessories and instructions). All product descriptions and manufacturer information that are the subject of the individual contract or that were made public by us (in particular in catalogues or on our Internet homepage) at the time the contract was concluded are deemed quality agreements. If the quality has not been agreed upon, whether there is a defect or not is to be assessed according to the statutory regulation (§ 434 Para. 3 German Civil Code).
- (3) If there is a mutual commercial transaction between the Purchaser and us, the Purchaser's claims for defects are conditional upon the Purchase having duly complied with its statutory obligations to inspect and give notice of defects (sections 377, 381 of the German Commercial Code (HGB)). In the case of goods intended for installation or other further processing, an inspection must in any case be carried out immediately before processing. If a defect is discovered during delivery, inspection or at any later time, we must be notified of this immediately in writing. In any case, obvious defects must be reported in writing or in text form within 5 working days of delivery, and defects that are not apparent during inspection must be reported within the same period from the time of discovery. If the Purchaser fails to carry out the proper inspection and/or report the defect, our liability for the defect not reported, or not reported in time, or not reported properly, is excluded according to the statutory provisions.
- (4) If the delivered item is defective, we may initially choose whether we provide subsequent performance by eliminating the defect (rectification) or by delivering a defect-free item (replacement delivery). Our right to refuse subsequent performance under the statutory conditions remains unaffected.
- (5) We are entitled to make the owed subsequent performance conditional upon the Purchaser paying the purchase price due. The Purchaser is, however, entitled to retain a part of the purchase price which is proportionate to the defect.
- (6) The Purchaser shall give us the time and opportunity necessary for the subsequent performance owed and, in particular, shall make the goods which are the subject of the complaint available for inspection purposes. In the event of a replacement delivery, the Purchaser shall return the defective item to us in accordance with the statutory provisions. Subsequent performance shall not include de-installation of the defective goods nor their reinstallation if we were not originally obliged to install them.
- (7) Expenditure incurred for the purpose of inspection and subsequent performance, particularly transport, travel, labour and material costs and, if applicable, de-installation and installation costs, shall be borne or reimbursed by us in accordance with statutory regulations if a defect actually exists. Otherwise, we may demand reimbursement from the Purchaser for any costs arising from the unjustified request for defect rectification (in particular, inspection and transport costs) unless the absence of defects was not recognisable for the Purchaser.
- (8) Goods which are the subject of complaint must not be used or repaired by the Purchaser. Only in urgent cases, e.g. when operational safety is at risk or to prevent disproportionate damage or loss, does the Purchaser have the right to carry out its own rectification of the defect and to demand compensation from us for the expenses objectively required for this. We must be informed immediately, if possible beforehand, of any such self-remedy. The right of self-remedy does not apply if we would be entitled to refuse a corresponding subsequent performance under the statutory provisions. If the Purchaser violates the above obligation to refrain from such action, all its claims for defects shall be forfeited.
- (9) If the defective item is not returned upon replacement, the replacement delivery will be invoiced.
- (10) Returns of rejected goods without our consent are not permitted. These goods will not be accepted and will be returned at the Purchaser's expense.
- (11) Only if replacement delivery or rectification of the defect has failed twice after notification of the defect and (unless dispensable under mandatory statutory provisions) setting of a reasonable period for subsequent performance, shall the Purchaser have the right to withdraw from the contract of sale or to reduce the purchase price. In the case of an insignificant defect, however, there is no right to withdraw from the contract.
- (12) If the Purchaser chooses to withdraw from the contract, it is not entitled to any additional claims for damages due to defects.
- (13) In order to compensate for all expenses which the Purchaser incurs in the context of any necessary subsequent performance in its contractual relationship with its customer (also consumer), a discount of 5% on the list price is included in the total conditions negotiated between the Purchaser and us. This discount covers all expenses, such as incidentals, travel costs, assembly times, etc., without this being an exhaustive list. This provision applies regardless of whether we deliver a replacement free of charge or the Purchaser repairs slightly damaged parts on site.
- (14) The Purchaser is not entitled to any further claims for material defects or defects of title in the purchased goods, unless the Seller has acted fraudulently or has given guarantees.
- (15) The Purchaser bears the entire burden of proof for a claim, in particular for the defect itself, for the time the defect was discovered and for the timeliness of the notice of defects. The provision in § 477 of the German Civil Code remains unaffected.

§6 Other Liability

- (1) The Seller shall be liable for damages, whatever the legal basis, within the scope of fault liability in the case of intent or gross negligence. In the case of ordinary negligence, the Seller shall be liable, subject to a milder standard of liability, in accordance with statutory provisions (e.g. for care in its own affairs), only for
 - (a) injury to life, body or health,
 - (b) damage arising from the not insignificant breach of a material contractual obligation (obligation whose fulfilment is a prerequisite for proper execution of the contract, and compliance with which the contractual partner regularly relies and may rely on); in this case, however, our liability shall be limited to compensation for the foreseeable, typically occurring damage.
- (2) The limitations of liability resulting from paragraph (1) shall also apply to breaches of duty by or for the benefit of persons for whose negligence the Seller is responsible according to statutory provisions. They shall not apply if the Seller has fraudulently concealed a defect or has given a guarantee for the quality of the goods and for claims of the Purchaser under the German Product Liability Act.

- (3) In the case of a breach of duty which does not consist in a defect, the Purchaser may only withdraw or terminate the contract if the Seller is responsible for the breach of duty. A free right of termination of the Purchaser (in particular, according to sections 650, 648 BGB) is excluded. In all other respects, the statutory requirements and legal consequences shall apply.

§7 Statute of Limitations

- (1) Notwithstanding section 438 (1) No. 3 of the German Civil Code (BGB), the general limitation period for claims arising from material defects and defects of title is one year from delivery. If an acceptance procedure has been agreed, the limitation period shall commence upon acceptance.
- (2) If, however, the goods are a structure or an item that has customarily been used for a structure and has caused the defectiveness of the structure (building material), the limitation period shall be governed by section 438 (1) No. 2 BGB. Other statutory special regulations regarding limitation (in particular, section 438 (1) No. 1, (3), sections 444, 445b BGB) shall also remain unaffected.
- (3) The aforementioned limitation periods under the law governing the sale of goods also apply to the Purchaser's contractual and extra-contractual claims for compensation based on a defect in the goods, unless application of the normal statutory limitation period (sections 195, 199 BGB) would result in a shorter limitation period in the individual case. In all cases the limitation periods of the German Product Liability Law remain unaffected. Otherwise, compensation claims by the Purchaser under § 6 are exclusively subject to the statutory limitation periods. The period of limitation does not start anew through a rectification of defects or new delivery.

§8 Recourse of the Purchaser

- (1) If the Purchaser had to take back the object of sale, in whole or in part, from the consumer as a result of its defectiveness after a failed subsequent performance for which we are responsible, or if the consumer has reduced the purchase price and the Purchaser has fulfilled its obligation to immediately inform us of defects in accordance with section 377 II HGB or section 5 (4) of these Conditions, the Purchaser's claim against us on account of liability for material defects and defects of title and breach of duty and any claims for reimbursement of expenses which the Purchaser has to bear in relation to the consumer on account of failed subsequent performance shall be limited to payment of a maximum of 120% of the net purchase price from the contractual relationship between us and the Purchaser in respect of the object of sale returned in whole or in part by the consumer.
- (2) The right to withdraw from the contract is excluded.
- (3) The liability upon recourse is in any case limited to intent and gross negligence of the Seller or its vicarious agents. This restriction does not apply to injury to life, body or health claimed by the consumer.
- (4) The Purchaser shall bear the full onus of proof for all claim prerequisites, particularly for the defect itself, the time of detection of the defect and the timeliness of the notice of defects.

§9 Payments and default in payment

- (1) Payments are due and must be made as shown in the order acknowledgement.
- (2) Our representatives or sales representatives are generally not entitled to collect payments. The only exception is if they are authorised with a power of attorney issued by us specifically for this purpose and prove their identity to the Purchaser by presenting this power of attorney and their identity card.
- (3) The Purchaser is in default of payment upon expiry of the payment period indicated in the order acknowledgement. During the period of default, interest shall be charged on the purchase price at the statutory default interest rate applicable at the time. We reserve the right to assert further damages caused by default. Our claim to commercial interest from the due date (section 353 of the German Commercial Code (HGB)) against merchants remains unaffected.
- (4) Bills of exchange are generally not accepted and are only accepted in individual cases after prior written agreement with us and also only on account of performance without guarantee for protest and on the condition that they can be discounted. Bill of exchange charges, including ancillary costs, shall be calculated from the due date of the invoice amount.
- (5) The Purchaser is only entitled to set-off or retention rights insofar as its claim has been finally established in law or is undisputed. In the event of defects in delivery, the Purchaser's counter-claims shall remain unaffected.
- (6) If, after conclusion of the contract, it becomes apparent (e.g. through a petition to open insolvency proceedings) that our claim to the purchase price is endangered by the Purchaser's inability to pay, we are entitled to refuse performance in accordance with the statutory provisions and - if necessary, after setting a deadline - to withdraw from the contract (section 321 BGB). In the case of contracts for the manufacture of non-fungible goods (custom-made products), we may declare our withdrawal immediately; the statutory provisions on the dispensability of setting a deadline remain unaffected.
- (7) If the Purchaser is more than two weeks in arrears with a payment, the total purchase price outstanding at this point in time from the business relationship existing with the Purchaser for all goods delivered to the Purchaser shall be due immediately, irrespective of any conditions to the contrary in the order acknowledgements.

§10 Retention of Title

- (1) We reserve title to the goods sold until all our current and future claims arising from the contract of sale and an ongoing business relationship (secured claims) have been paid in full.
- (2) If the Purchaser acts in breach of contract, in particular if it fails to pay the due purchase price, we are entitled to withdraw from the contract in accordance with the statutory provisions and/or to demand the return of the goods on the basis of the retention of title. The demand for return does not at the same time constitute the declaration of withdrawal; rather we are entitled to demand only the return of the goods and reserve the right to withdraw from the contract. If the Purchaser does not pay the due purchase price, we may only assert these rights if we have previously set the Purchaser a reasonable deadline for payment without success, or if such a deadline is dispensable according to the statutory provisions.
- (3) The goods subject to retention of title may not be pledged to third parties or transferred by way of security before the secured claims have been paid in full. In the event of seizure of the reserved goods by third parties or other third-party interventions, the Purchaser is obliged to point out our ownership and must inform us immediately in writing so that we can enforce our ownership rights. If the third party is not able to reimburse the judicial or extra-judicial costs incurred by us in this connection, the Purchaser shall be liable for these costs. The Purchaser must inform us immediately in writing or in text form if a petition to open insolvency proceedings has been filed with respect to its assets.
- (4) Until revoked by us, the Purchaser is entitled to resell and/or process the goods subject to retention of title in the ordinary course of business. In this case the following provisions shall additionally apply:
- (a) The retention of title shall extend to the full value of the products resulting from the processing, mixing or combining of our goods, and we shall be deemed the manufacturer. If a third party's right of ownership remains in effect after processing, mixing or combining with goods of a third party, we shall acquire co-ownership in proportion to the invoice values of the processed, mixed or combined goods. Otherwise, the same applies to the resulting product as to the goods delivered under retention of title.
- (b) The Purchaser hereby assigns to us as security the claims against third parties arising from the resale of the goods or the product, in their entirety or in the amount of our possible co-ownership share in accordance with (a) above. We hereby accept the assignment. The obligations of the Purchaser mentioned in paragraph 3 shall also apply in consideration of the assigned claims. If the Purchaser has sold this claim within the scope of true (non-recourse) factoring, it shall herewith assign to us the claim against the factor that replaces such a claim. We hereby accept the assignment. If the claim arising from the resale by the Purchaser is placed in a current account relationship with its customer, the Purchaser shall herewith assign its claim arising from the current account relationship to us in the amount of the invoice value of the reserved goods. We hereby accept the assignment.
- (c) In addition, the Purchaser also assigns to us in full, by way of security, those claims relating to the reserved goods which arise for any other legal reason against its customers or third parties (in particular claims from tortious act and claims for insurance benefits). We hereby accept this assignment.

- (d) The Purchaser is authorised to collect the assigned claims even after assignment until revoked by us. Our authority to collect the claim ourselves remains unaffected thereby, but we undertake not to collect this claim as long as the Purchaser duly meets its obligations to us, particularly its payment obligations, does not fall into arrears, no petition to open insolvency proceedings has been filed and there is no other deficiency in its ability to pay. If this is the case, however, we will be entitled to require the Purchaser to supply us with details of the claims assigned and the debtors involved, provide all of the information needed for collection purposes, hand over the relevant attachments and notify the (third-party) debtors of the assignment.
- (e) If, in connection with the payment of the purchase price by the Purchaser, a liability for us is established on a bill of exchange, the retention of title and the claim from the delivery of goods on which it is based shall not expire until the bill of exchange has been honoured by the Purchaser as drawee.
- (f) If the realisable value of the security exceeds our claims by more than 10%, we will release security interests of our choice at the Purchaser's request.

§11 Insurance of goods subject to retention of title

- (1) The Purchaser undertakes to insure the goods that are subject to retention of title against the usual risks (fire, water, theft, damage, etc.) and to keep them insured at its own expense until the retention of title expires. The sum insured must be (at least) based on the purchase price. The Purchaser hereby assigns to us all current and future claims against the insurance company arising therefrom. We hereby accept the assignment. The Purchaser must inform the insurance company that the insured goods are our property, that all rights from the insurance contract, insofar as they concern the goods subject to retention of title, are due to us, and that we only enter into the rights and not the obligations of the insurance contract, with the proviso that the Purchaser is not entitled to cancel the insurance without our consent.
- (2) At our request, the Purchaser shall immediately provide us with comprehensive information on the insurance cover and shall surrender all documents that may be necessary for asserting the insurance claim. The Purchaser shall not be able to invoke a right of retention in relation to the claim for information and surrender. If the Purchaser has not effected the insurance, or not at an adequate level of cover, we may do so at its risk and expense.

§12 Industrial property rights, company logo, drawings, printing plates, etc.

- (1) We reserve the ownership and copyright of all documents and advertising material made available to the Purchaser. The Purchaser is authorised to use these vis-à-vis third parties to the agreed extent and in compliance with our industrial property rights.
- (2) In the event that goods delivered by us infringe industrial property rights or the copyright of a third party, we shall, at our discretion and at our expense, exchange or modify the goods or conclude an appropriate licence agreement granting us or the Purchaser the right of use. Any compensation claims asserted by the Purchaser are subject to the restrictions of sections 5 to 7 of these Conditions.
- (3) Company logo, drawings, printing plates, reproductions or other images of our models may only be shown or otherwise used in newspapers, advertising brochures etc. with our express permission.

§13 Place of jurisdiction, place of performance, choice of law

- (1) The law of the Federal Republic of Germany shall apply to these Conditions and all legal relations between us and the Purchaser to the exclusion of the UN Convention on Contracts for the International Sale of Goods (CISG). The preconditions for and effects of the reservation of title under § 10 are subject to the law applicable at the place where the item concerned is stored if the choice of law made in favour of German law is inadmissible or ineffective.
- (2) The place of performance and jurisdiction for all disputes arising directly or indirectly from the contractual relationship is our registered office in Rödinghausen. However, we are also entitled to bring an action at the general place of jurisdiction of the Purchaser.
- (3) Only the German language version applies for the interpretation of these Conditions.

§14 Data protection

The Purchaser is hereby informed that the Seller will process the personal data obtained in the course of the business relationship in accordance with the provisions of the General Data Protection Regulation (GDPR) and the German Federal Data Protection Act (BDSG).

§15 No participation in dispute settlement proceedings before a consumer arbitration board

The Seller is neither willing nor obliged to take part in dispute resolution proceedings before a consumer arbitration board.