

## General sales and delivery terms and conditions

### § 1 Scope

1.) Our services are performed exclusively on the basis of the terms and conditions below. These terms and conditions apply to all present and future business relations between us and the customer, even if they are not expressly re-agreed.

2.) Deviating, conflicting or supplementary general terms and conditions of the customer, even if known to us, will not become part of the contract unless we have expressly agreed to their validity in writing. Our terms and conditions of sale apply even if we perform the delivery to the customer without reservation in the knowledge that the customer's terms and conditions conflict with or deviate from our terms and conditions of sale.

### § 2 Delivery times, obligation to perform.

1.) Our offers are subject to change. We reserve the right to make technical changes as well as changes in shape, colour and/or weight within the scope of what is reasonable for the customer.

2.) By ordering a product, the customer makes a binding declaration of their intention to purchase the product. We are entitled to accept the contractual offer contained in the order within four weeks of the date of the order.

3.) Only agreements made or confirmed in writing or by fax will be authoritative for the acceptance, scope and execution of the delivery. Agreements made on the telephone or verbally, and ancillary agreements, require written confirmation by the parties to be valid.

4.) If the customer is in default of acceptance or culpably violates other obligations to cooperate, we will be entitled to demand compensation for the damage incurred by us in this respect, including any additional expenses. We reserve the right to assert further claims.

5.) If the customer is an entrepreneur within the meaning of Section 14 BGB (German Civil Code), the provisions of Section 312e para. 1 sentence 1 no. 1–3 and sentence 2 BGB will not apply.

6.) The conclusion of the contract is subject to correct, complete and timely delivery by our suppliers. This stipulation will only apply in the event that we are not responsible for the non-delivery, incorrect delivery or delayed delivery and we have concluded a congruent covering transaction with our supplier. The customer will be informed immediately of the non-availability of the service, and any consideration already paid by the customer will be refunded immediately.

Unless the impediment was already detectable when the contract was concluded. In this case, we will deal with the customer in accordance with paragraph 7 sentence

7.) We are entitled to partial deliveries. Partial deliveries will be invoiced immediately.

8.) If the performance owed by us is only determined by the type, we are only obliged to deliver. If we are not obliged to deliver in accordance with this, we will inform the customer immediately in accordance with § 2 para. 7 sentence 3 of these terms and conditions and reimburse any consideration paid without delay.

### § 3 Retention of ownership

1.) In the case of contracts with consumers, we retain ownership of the goods until the purchase price has been paid in full. In the case of contracts with entrepreneurs, we retain ownership of the goods until all claims arising from the current business relationship have been settled in full, irrespective of the legal grounds (reserved goods).

2.) The customer must inform us immediately of any access by third parties to the goods, e.g. by way of seizure, as well as any damage to or destruction of the goods. The customer must also notify us without delay of a change of ownership of the goods and if the customer changes the location of their registered office.

3.) The customer is revocably entitled to resell the goods in the ordinary course of business. The customer here and now assigns to us all claims in the amount of the invoice amount that accrue to the customer against third parties through the resale. We accept the assignment. The customer is revocably entitled to collect the claims in their own name and for their own account. We reserve the right to revoke the customer's direct debit authorisation and to collect the receivables ourselves in the event that the customer does not duly fulfil their payment obligations, in particular if the customer is in default of payment.

4.) In the event of revocation in accordance with the above provision, the customer must notify third parties of the transfer of co-ownership or the assignment of the claims and provide us with all documents for asserting the claims.

5.) In the event of payment by bill of exchange or cheque, the settlement of our claim with regard to the retention of ownership will only be deemed to have been effected when bills of exchange or cheques have been honoured and the respective amount has been definitively credited to our account. Amount of our invoice value of the reserved goods. In the event of the sale of goods in which we have co-ownership, the assignment will only apply to the amount of the co-ownership share.

6.) If the customer is entitled to claims against third parties, in particular insurers, as a result of damage, reduction, loss or destruction of goods subject to retention of ownership or for other reasons, the customer hereby assigns these to us with all ancillary rights in the amount of our claim. We accept the assignment.

### § 4 Remuneration, default in payment, set-off

1.) Prices are net prices vis-à-vis entrepreneurs plus the statutory value-added tax valid on the day of delivery.

2.) If significant cost factors (in particular wages, materials, energy, costs due to statutory provisions) change, we will be entitled vis-à-vis entrepreneurs to adjust the prices accordingly for deliveries which, in accordance with the agreement, take place later than four months after conclusion of the agreement.

3.) All prices are ex our warehouse and do not include ancillary costs, in particular freight, packaging or insurance.

4.) The customer must pay the purchase price without deductions within 30 days after receipt of the goods and our invoice. After the expiry of this period, the customer will be in default of payment without the need for a separate reminder.

5.) We are entitled to charge entrepreneurs interest on the debt owed at 8% above the base rate during the period of default. This does not exclude the assertion of further damages.

### § 5 Guarantee

1.) In the event of default in payment by the customer, we are entitled to withhold the execution of other (partial) deliveries.

### § 6 Transfer of risk, sale by delivery to a place other than the place of performance

1.) If the customer is an entrepreneur, the risk of accidental loss and accidental deterioration of the goods will pass to the buyer upon handover; in the case of a sale by delivery to a place other than the place of performance, upon delivery of the item to the forwarding agent, the carrier or the person or institution otherwise designated to carry out the shipment. This also applies in the case of carriage-paid delivery.

2.) The handover will be deemed equivalent if the buyer is in default of acceptance.

### § 7 Rights due to defects

1.) Only our direct purchasers are entitled to rights due to defects and these rights are non-transferable.

2.) If the customer is an entrepreneur, they must inspect the goods immediately after receipt and notify us in writing of any defects without delay – obvious defects within a period of eight days after receipt of the goods; otherwise the goods will be deemed approved and the assertion of rights due to defects will be excluded.

3.) Timely dispatch of the notice of defects in accordance with paragraph 2 of this provision will be sufficient to comply with the time limit.

4.) If the customer is an entrepreneur, we will initially provide warranty for defects in the goods at our discretion by rectification or replacement delivery (subsequent performance).

5.) If the supplementary performance fails, the customer may in principle demand a reduction of the remuneration (abatement) or rescission of the contract (withdrawal). In the event of only a minor breach of contract, in particular, in the event of only minor defects, the customer will be entitled to withdraw from the contract.

6.) If the customer chooses to withdraw from the contract due to a legal or material defect after subsequent performance has failed, the customer will not be entitled to any additional claim for damages due to the defect.

7.) Claims by the customer for damages and for compensation of damages that have not occurred to the delivery item itself are excluded, unless we are accused of gross negligence or intent, or the customer asserts claims for damages on the basis of a guarantee given by us or a defect fraudulently concealed by us. In these cases, the obligation to pay compensation is limited to foreseeable, typical damage. We are not liable for construction site downtimes. In the event of culpable breach of a material contractual obligation, our liability will also be limited to the foreseeable, typical damage. We will not be liable to entrepreneurs in the event of a slightly negligent breach of immaterial contractual obligations. This provision also applies in particular to our advice, whether verbal, written or otherwise. The customer is, in particular, not released from the obligation to check the suitability of the delivery item manufactured by us for the intended use, on the basis of this advice.

8.) If the customer is an entrepreneur, public statements, recommendations or advertising statements from us or the manufacturer do not constitute a contractual description of the quality of the goods.

9.) The content of any test certificates are not deemed to be a guarantee or agreement on quality.

10.) Unless otherwise stipulated above, our liability is excluded.

### § 8 Joint and several liability

1.) Any further liability for damages other than provided for in § 7 is excluded – regardless of the legal nature of the asserted claim.

2.) If liability for damages against us is excluded or limited, this will also apply with regard to the personal liability for damages of our employees, workers, staff, representatives and vicarious agents.

3.) The limitation of liability regulated in paragraphs 1.) and 2.) of these provisions will not apply in the case of claims by the customer for injury to life, limb or health.

### § 9 Final provisions

1.) The law of the Federal Republic of Germany applies. The jurisdiction is the place of business.

2.) If provisions in this agreement are invalidated by a higher law, the remaining remain valid.