

General Terms and Conditions (GTC)

1. Scope of application

1. 1. Our General Terms and Conditions below are valid for all contracts with traders and legal entities under public law about the delivery of newly manufactured goods we offer for sales in our various sales documents (catalogues, homepage, flyer).
1. 2. Deviating terms and conditions of purchase of the customer shall only apply with our written consent. Counter-confirmation of the buyer with deviating conditions is hereby contradicted.
1. 3. The legal invalidity of a part of these General Terms and Conditions shall have no influence on the validity of the rest of the content of these General Terms and Conditions.
1. 4. Insofar as these General Terms and Conditions do not contain any provisions, the content of the contract shall be governed by the legal provisions applicable in the Federal Republic of Germany.

2. Contract conclusion

2. 1. Our offers are always subject to change. The customer is bound by their order until we reject it, at the most though until the expiry of an acceptance period of 4 weeks. The contract comes into being with our declaration of acceptance (order confirmation) and according to its content or by delivery or performance within the acceptance period.
2. 2. Our sales representatives are only authorised to accept orders, not to conclude purchase contracts.
2. 3. Form, colour, dimension and performance data as well as illustrations are only approximations and non-binding, unless they are expressly labelled as binding.

3. Delivery, "carriage paid" amounts, surcharges and fees

3. 1. With the conclusion of a purchase contract we undertake to deliver the object of sale to the buyer free of defects within the agreed delivery period. If no delivery period is specified, a period of up to 12 weeks, calculated from contract conclusion, shall be considered as agreed.
3. 2. The delivery takes place from an order value of € 100.00 before VAT per delivery address and delivery date as "carriage forward" ex stock Jengen, as long as no special prices or special agreements have been agreed. Special surcharges of the transport company (e.g. island surcharge, oversize, express, etc.) shall be borne by the customer. For orders under € 100.00 before VAT, the delivery shall be "carriage forward" ex stock Jengen plus a service fee of € 10.00.
3. 3. In the case of custom-made products, if the delivery is dependent on the customer providing us with documents such as drawings, samples or the like, the delivery period shall not commence until the day of the complete delivery of these documents. In this case, the customer may need to accept an extension of the agreed delivery period under certain circumstances.
3. 4. The delivery time shall be extended appropriately if requests for changes or additions are to be taken into account.
3. 5. If there is a delay in delivery or performance on our part and the customer claims damages for non-performance, our liability shall be limited to 15% of the order value, unless gross negligence or intent exists. The same shall apply in the event of impossibility of delivery or performance for which we are responsible.

4. Transfer of risk

The risk of loss or deterioration of the goods shall pass to the customer as soon as the consignment has been handed over to the person carrying out the transport or has left our warehouse for the purpose of dispatch. If the delivery is not possible due to no fault of our own, the risk shall pass to the customer upon notification of readiness for dispatch.

5. Prices

5. 1. The prices stated in our catalogues, price lists, advertisements and promotional literature are always subject to change without notice and are considered bindingly agreed only upon written order confirmation.
5. 2 **Our prices are in EURO net without VAT** and refer to one piece/collection/set.
Price lists valid on the day the contract is concluded shall apply for the calculation if no written order confirmation has been issued.

6. Place of performance

6. 1 Place of performance for the customer's payment obligation is Jengen, Germany.
6. 2 Place of performance for our delivery obligation is Jengen, Germany.

7. Warranty and liability

7. 1. The warranty rights of the customer expire 12 months after the delivery of the goods. If the delivered goods are defective, the buyer can, if the conditions of the following regulations are met and unless otherwise specified, firstly request subsequent performance pursuant to Section 439 of the *BGB* [German Civil Code], secondly rescind from the contract pursuant to Section 440, 323 and 326 (5) of the *BGB* or reduce the purchase price according to Section 441 of the *BGB* and thirdly assert claims for damages according to Section 440, 280, 281, 283 and 311a of the *BGB* or demand compensation of futile expenses

according to Section 284 of the *BGB*. Only after the first attempt of the subsequent performance or the first replacement delivery has failed may the customer or orderer demand a reduction of the agreed price or the rescission of the purchase contract.

7.2 The customer shall notify us in writing without delay, at the latest 8 days after delivery, of any defects found by sending us our delivery note, otherwise the delivery or service shall be deemed accepted.

7.3 Further claims of the customer, in particular claims for consequential damages caused by a defect, loss of profit and other financial losses, with the exception of personal injury, are excluded. This shall not apply, if the damage was caused intentionally or due to gross negligence or is based on malicious behaviour.

7.4 For other damages, with the exception of damages resulting from injury to body, health and life, our liability shall extend only to cases of gross negligence and intent of our legal representatives and vicarious agents.

7.5 Claims arising from the German Product Liability Act [*Produkthaftungsgesetz*] shall remain unaffected.

8. Due date of the purchase price

8.1 Unless otherwise agreed in writing, the purchase price for delivered goods shall be due one month after invoicing, calculated from the invoice date (e.g. invoice date 3 March, due date 3 April). If payment is made within a period of 10 days, calculated from the invoice date, we grant a 2% discount on the invoiced purchase price, under the condition that the customer is not in default regarding the payment of other invoices.

8.2. For the determination of the punctual payment of the purchase price, the date of sending it shall not be decisive, but the date of receipt of payment by us.

8.3. Exceeding the agreed payment deadline results in the agreed deferment of payment for all other outstanding invoices expiring. This applies both in the event of the opening of insolvency or settlement proceedings, and in the case of cheques and bill protests.

8.4. Discount and bill charges (bank charges) shall be borne by the customer.

9. Retention of title

9.1. The goods shall remain the property of the seller until full payment of all claims, including ancillary claims, claims for damages and payment of cheques and bills of exchange.

9.2 The retention of title shall also remain in effect if individual claims of the seller are converted into a current account and the balance is drawn and accepted.

9.3. The customer is only entitled to resell the goods subject to the retention of title under consideration of the following conditions and only if the claims in accordance with Clause 9. 5. are actually transferred to the seller.

9.4. The authority of the customer to sell goods subject to retention of title in the ordinary course of business shall end with the revocation by the seller as a result of a sustained deterioration in the financial situation of the customer, at the latest, however, with his suspension of payments or with the filing for or opening of insolvency or settlement proceedings regarding the customer's assets.

9.5. The buyer hereby assigns the claim including any balance claims with all ancillary rights from the resale of the reserved goods to the seller.

The seller accepts this assignment.

9.6. The buyer is authorised, as long as they fulfil their payment obligations, to collect the assigned claims. The collection authorisation expires with revocation, at the latest, however, with default of payment of the customer and/or with

the substantia deterioration of the customer's financial circumstances. In this case, the seller is hereby authorised by the customer to inform the buyers of the assignment and to collect the claims themselves.

9.7. If the invoice value of the security existing for the seller exceeds the seller's claims (including any ancillary claims e.g. interest, costs) by more than 20% in total, the seller shall be obliged, at the request of the buyer or of a third party impaired by the seller's over-collateralisation, to release collateral at the seller's discretion.

10. Agreement on the place of jurisdiction

10.1 For the mutual assertion of individual financial claims based on the purchase contract, in particular of purchase price claims and those arising from cheque and bill of exchange obligations, Kaufbeuren shall be the place of jurisdiction. This agreement shall apply without restriction only to the extent that both contracting parties are fully qualified merchants and no exclusive place of jurisdiction is applicable.

10.2 If one of the contractual partners lacks the status of a fully qualified merchant, Clause 10.1. shall be deemed to be expressly agreed in the following cases:

a. where the customer has their place of residence or place of business abroad or in one of the contracting states of the EU;

b. where the contracting party to which the action is brought transfers its domicile or habitual residence outside the territory of the Federal Republic of Germany or their residence or habitual abode at the time of the filing of an action is not known.