

# General Terms and Conditions (GTC)

## WEZAG GmbH & Co. KG

### 1. Validity

These General Terms and Conditions of Delivery shall apply to all - also future - contracts with entrepreneurs (§14 German Civil Code), legal entities under public law and special funds under public law (hereinafter referred to as "Buyer") for deliveries and other services including contracts for work and services, contract work and the delivery of fungible and non-fungible items. The general terms and conditions of the Buyer are hereby expressly rejected. Deviating, conflicting or supplementary general terms and conditions of the customer or of third parties shall only become part of the contract if and to the extent that we have expressly consented to their application. This requirement of consent shall apply in any case, in particular also if we execute a contract with knowledge of the customer's general terms and conditions without declaring a reservation.

Deviations from these terms and conditions shall only be effective if confirmed by us in writing. If written form has been agreed upon, any change to the written form must also be in writing. Telecommunication transmission, in particular by fax or e-mail, shall be sufficient to comply with the written form, provided that a copy of the signed declaration is transmitted as well. Verbal agreements have not been made. In cases of doubt, the German version of these terms and conditions shall apply.

Unless otherwise agreed, the Terms and Conditions in the version valid at the time of the Customer's order or, in any case, in the version last communicated to the Customer in text form, shall also apply to similar future contracts without our having to refer to them again for each further similar conclusion of contract.

References to the applicability of statutory provisions shall only be of a clarifying nature. Even without such clarification, the statutory provisions shall therefore apply unless they are amended or expressly excluded in these GTC.

### 2. Offers | Samples | Industrial Property Rights

Our offers are subject to change. The illustrations, dimensions and weight specifications in our printed materials and on the website are non-binding. We reserve the right to make changes to models and designs without special notification. We reserve all property rights and copyrights to cost estimates, drawings, samples and other documents (hereinafter referred to as documents) without restriction. The documents may only be made accessible to third parties with our consent and must be returned to us immediately upon request if the order is not placed with us. In the event of a culpable violation, we reserve the right to assert a claim for damages.

Unless otherwise agreed, samples shall be regarded as approximate illustrative pieces for quality, dimensions and colors.

### 3. Prices | Delivery Quantities

Unless otherwise agreed, our prices valid on the day of order acceptance shall apply. Our prices are subject to change Free carrier (FCA - INCOTERMS 2020) plus the statutory value added tax.

Prices are in EURO plus packaging, freight and other shipping costs. Rebates, discounts, etc. require express agreement.

If the customer wishes the goods to be shipped, the customer shall bear the transport costs ex works and the costs of any transport insurance requested by the customer. Any customs duties, fees, taxes and other public charges shall be borne by the customer.

The type of packaging and transport are at our discretion. We reserve the right to change the ordered quantities to packaging units.

In the case of custom-made products, the quantity ordered may be underrun or exceeded by up to 10%. Special productions also include series articles which are to be specially marked according to the wishes of the

purchaser. Technical or design features which have not been expressly ordered or specified may be determined by us in accordance with technical requirements.

#### **4. Terms of Payment**

Payments shall be made in accordance with the payment terms and discounts stated on the invoices as of the invoice date, otherwise immediately net.

Payment is only possible by bank transfer.

We are entitled at any time, even within the framework of an ongoing business relationship, to make a delivery in whole or in part only against advance payment. We declare a corresponding reservation at the latest with the order confirmation.

The customer shall only be entitled to rights of set-off or retention insofar as his claim has been legally established or is undisputed.

If, after conclusion of the contract, it becomes apparent (e.g., by filing for insolvency proceedings) that our claim to the purchase price is jeopardized by the customer's inability to perform, we shall be entitled to refuse performance in accordance with the statutory provisions and - if necessary, after setting a deadline - to withdraw from the contract (§321 BGB German law). This shall also apply insofar as our obligation to perform is not yet due. In such cases, we may also declare due all claims arising from the current business relationship with the Buyer. A lack of ability to perform by the purchaser shall also be deemed to exist if the purchaser is at least three weeks overdue with the payment.

Upon expiration of the agreed payment period, the customer shall be in default. During the period of default, interest shall be charged on the purchase price at the applicable statutory default interest rate for entrepreneurs. The assertion of higher interest rates and further damages shall remain unaffected.

If the customer is in default of payment of an invoice, all our claims arising from the business relationship with the customer shall become due for payment immediately.

The agreement of a later due date or the deferral of the purchase price requires a written agreement.

#### **5. Conclusion of Contract**

The order of the goods by the customer shall be deemed to be a binding offer of contract. Unless otherwise stated in the order, we shall be entitled to accept this contractual offer within 2 weeks of receipt by us. The acceptance can be declared by us either in writing (e.g., by order confirmation), in text form or by delivery of the goods to the customer.

#### **6. Retention of Title**

Any delivered goods shall remain the property of WEZAG GmbH & Co. KG (reserved goods) until the purchase price has been paid in full.

Furthermore, the delivered goods shall remain the property (reserved goods) of WEZAG GmbH & Co. KG until all claims, in particular the respective balance claims, to which we are entitled within the scope of the business relationship have been settled (balance reservation). This shall also apply to claims arising in the future and conditional claims and also if payments are made on specifically designated claims. This reservation of balance shall finally expire upon settlement of all claims still outstanding at the time of payment and covered by this reservation of balance. However, the balance reservation shall not apply to advance payment or cash transactions within the meaning of § 142 of the German Insolvency Code.

The customer must inform us immediately in writing if an application is made to open insolvency proceedings or if third parties (e.g., seizures) have access to the goods belonging to us. In the event of conduct by the customer in breach of contract, in particular in the event of non-payment of the purchase price due, we shall be entitled to withdraw from the contract in accordance with the statutory provisions and to demand the surrender of the goods on the basis of the retention of title and withdrawal in accordance with the statutory provisions.

Until revoked, the customer is authorized 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 apply in addition.

- (a) The retention of title shall extend to the products resulting from the processing, mixing or combination of our goods at their full value, whereby we shall be deemed to be the manufacturer. If, in the event of processing, mixing or combining with goods of third parties, their right of ownership remains, we shall acquire co-ownership in proportion to the invoice values of the processed, mixed or combined goods. Otherwise, the same shall apply to the resulting product as to the goods delivered under retention of title.
- (b) The Customer hereby assigns to us by way of security any claims against third parties arising from the resale of the goods or the product in their entirety or in the amount of our co-ownership share, if any, in accordance with the preceding paragraph. We accept the assignment. The obligations of the customer stated in paragraph 2 shall also apply in respect of the assigned claims.
- (c) The customer shall remain authorized to collect the claim in addition to us. We undertake not to collect the claim as long as the customer meets his payment obligations towards us, there is no deficiency in his ability to pay and we do not assert the reservation of title by exercising a right. If this is the case, however, we may demand that the customer inform us of the assigned claims and their debtors, provide all information necessary for collection, hand over the relevant documents and inform the debtors (third parties) of the assignment. Furthermore, in this case we shall be entitled to revoke the customer's authorization to further sell and process the goods subject to retention of title.

## **7. Delivery Period and Delay in Delivery**

Unless a delivery period has been expressly stated in writing as binding, the information on delivery or performance periods shall only be non-binding. Delivery or performance periods (delivery deadlines) shall commence on the date of our order confirmation and shall only apply on condition that all technical and other details of the order have been clarified in good time and that all obligations of the Purchaser, such as the provision of all official certificates and documents, have been provided and fulfilled in good time.

The delivery period shall be extended by the period in which the purchaser is in default with his contractual obligations - within an ongoing business relationship also from other contracts. Our delivery obligation is subject to correct and timely self-delivery, unless the incorrect or delayed self-delivery is our fault. Delivery periods shall be deemed to have been complied with if the goods have left our works or notification of readiness for dispatch has been given by the time they expire. We reserve the right to make partial deliveries.

The delivery period shall be extended appropriately - also within a delay - in the event of force majeure and all unforeseen hindrances occurring after conclusion of the contract for which we are not responsible (in particular also pandemics, operational disruptions, strikes, lockouts or disruption of traffic routes), insofar as such hindrances demonstrably have a considerable influence on the intended execution or delivery. This shall also apply if these circumstances occur at our suppliers, sub-suppliers or sub-contractors. We shall notify the Purchaser of the beginning and end of such hindrances as soon as possible. The purchaser may demand a declaration from us as to whether we wish to withdraw from the contract or deliver or perform within a reasonable period of time. If we do not make such a declaration without delay, the customer may withdraw from the contract. Claims for damages are excluded in these cases.

We shall not be liable under any circumstances for deliveries delayed or not made (impossibility) due to the fault of our suppliers. However, we undertake to assign any claims for compensation against the upstream supplier to the customer.

If, after conclusion of the contract, we become aware of facts, in particular default of payment with regard to earlier deliveries, which, according to prudent business judgment, indicate a significant deterioration of assets, we shall be entitled to refuse the performance incumbent upon us until counter-performance has been affected or adequate security has been provided for the performance to be rendered by us.

If we are obligated to advance performance, we shall be entitled to demand reasonable security for the performance to be rendered by us. In this case, we may set a reasonable period of time within which our contracting party shall, at its option, concurrently effect the counter-performance or provide the reasonable

security. After expiry of the deadline set by us, we shall be entitled to withdraw from the contract. In this case, partial deliveries effected by us shall be due for payment immediately.

Partial performance and partial deliveries are permissible to a reasonable extent. We may demand part payments to a reasonable extent.

If the customer does not accept the delivered goods, WEZAG GmbH & Co. KG shall be entitled to withdraw from the contract or to claim damages for non-performance after the fruitless expiry of a grace period of two weeks.

The delivered goods shall also be accepted by the customer in cases of insignificant defects without prejudice to his warranty rights.

## **8. Dispatch, Transfer of Risk**

If shipment is delayed due to the request or fault of the purchaser, the goods shall be stored at the expense and risk of the purchaser. In this case, notification of readiness for dispatch shall be deemed equivalent to dispatch. Upon storage, the invoice for the goods shall become due immediately.

If the transport is carried out with our own vehicle or with third-party vehicles, the goods shall be deemed to have been handed over at the latest as soon as they are available to the recipient in front of the delivery point on a paved roadway and on the wagon.

With the handing over of the goods to the forwarding agent or carrier, at the latest, however, when the goods leave the warehouse or the factory, the risk shall pass to the purchaser for all transactions, including free domicile deliveries.

## **9. Claims for Defects/Statute of Limitations**

The preservation of claims for defects presupposes the observance of the statutory duties of examination and notification of defects (§§ 377, 381 HGB). In the case of material defects, these must be reported in text form without delay, but no later than seven days after delivery. Material defects that cannot be discovered within this period even with the most careful inspection must be reported in text form immediately, at the latest within seven days of discovery. We reserve the right either to remedy the defect or to deliver goods free of defects.

We are entitled to make the subsequent performance owed dependent on the customer paying the purchase price due.

Transport damage must also be reported to the carrier. If shortages are discovered, the gross and net weight of the shipment must be determined and copies of the delivery bills and freight documents must be sent to us, otherwise the complaint cannot be processed.

The limitation period for all claims for defects, including claims for damages, is one year from delivery. This shall not apply insofar as § 438 para. 1 no. 2 BGB; §§ 478, 479 BGB or §634 a para. 1 no. 2 BGB prescribe longer periods as well as in cases of injury to life, limb or health, in the event of an intentional or grossly negligent breach of duty by us or in the event of fraudulent concealment of a defect.

The above limitation period of the law on sales shall also apply to contractual and non-contractual claims for damages of the customer based on a defect of the goods, unless the application of the regular statutory limitation period (§§ 195, 199 BGB) would lead to a shorter limitation period in individual cases.

There shall be no claim for defects if the delivered goods have been damaged by improper handling or improper loads.

## **10 Liability for Damages**

Insofar as nothing to the contrary arises from these General Terms and Conditions including the following provisions, we shall be liable in accordance with the statutory provisions in the event of a breach of contractual and non-contractual obligations.

In the event of a breach of contractual and non-contractual obligations, we shall be liable for damages - including for our executive employees and other vicarious agents - only in the event of intent and gross negligence, and in the event of gross negligence also limited to the damage typical for the contract and

foreseeable at the time of conclusion of the contract; otherwise, our liability, including for damage caused by defects and consequential damage caused by defects, shall be excluded.

These limitations shall not apply in the event of a culpable breach of essential contractual obligations; these include the obligation to deliver on time and free of defects as well as advisory, protective and custodial obligations which are intended to enable the Buyer to use the delivery item in accordance with the contract. Furthermore, these limitations shall not apply in the case of culpably caused damage to life, body and health and also not if and insofar as we have assumed the guarantee for the quality of the delivered goods as well as in cases of mandatory liability according to the Product Liability Act.

We shall only bear expenses in connection with subsequent performance to the extent that they are reasonable in the individual case, in particular in relation to the purchase price of the goods, but in no case more than 100% of the purchase price. Mandatory statutory provisions shall remain unaffected.

## **11. Returns**

Outside the liability for material defects, returns will only be credited if we have given our prior written consent. A credit note for originally packaged and resalable goods will be issued at 80% of the invoiced price. Costs for any refurbishment and repackaging will be additionally reduced. The credit note can only be offset against new deliveries of goods.

## **12. Data Protection**

The buyer is hereby informed that we store and treat confidentially the personal data obtained in the course of business, as well as order and contact data necessary for the business transaction in compliance with the Data Protection Regulation (DSGVO) of the Federal Data Protection Act (BDSG) and Tele-Service Data Protection Act (TDDSG).

We point out that we will collect, store, process and use the data received in connection with the contractual relationship to the extent necessary for the proper processing of the order and as well as internal company information.

## **13. Severability Clause**

If, for any reason, any of the foregoing provisions is invalid, the validity of the other provisions shall not be affected thereby.

## **14 Place of performance, Place of Jurisdiction and Applicable Law**

The place of performance, also for the purchaser's obligations, is D- 35260 Stadtallendorf, Germany. The place of jurisdiction for all disputes arising from or in connection with this contract is 35037 Marburg, Germany. We may also sue the buyer at his place of business. All legal relations between us and the buyer shall be governed by German law to the exclusion of the UN Convention on Contracts for the International Sale of Goods (CISG).