

General Terms and Conditions (GTC)

WEZAG GmbH & Co KG

1. General

- 1.1. These General Terms and Conditions (hereinafter referred to as "GTC") shall apply to all business relationships with entrepreneurs (Section 14 of the German Civil Code (BGB)), legal entities under public law and special funds under public law (hereinafter referred to as "Customers") regarding deliveries and other services, including contracts for work and services, contract work and the delivery of fungible and non-fungible goods.
- 1.2. These GTC apply exclusively. The Customer's general terms and conditions are hereby expressly rejected. Deviating, conflicting or supplementary general terms and conditions of the Customer or third parties shall only become part of the contract if and to the extent that we have expressly agreed to their validity. This requirement of consent shall apply in any case, in particular even if we execute a contract in the knowledge of the Customer's general terms and conditions without declaring a reservation.
- 1.3. Deviations from these GTC shall only be effective if confirmed by us in writing. If the written form has been agreed, any change to the written form must also be made in writing. Telecommunication, in particular e-mail, is sufficient to comply with the written form requirement. Verbal agreements are not made. In cases of doubt, the German version of these GTC shall apply.
- 1.4. Unless otherwise agreed, the GTC shall also apply to similar future contracts 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, without us having to refer to them again each time a similar contract is concluded.
- 1.5. References to statutory provisions are for clarification purposes only. Even without such clarification, the statutory provisions shall therefore apply unless they are amended or expressly excluded in these GTC.

2. Offers and Conclusion of Contracts | Samples | Industrial Property Rights

- 2.1. Our offers are subject to change and non-binding. The order placed by the Customer shall be deemed a binding order. Unless otherwise stated in the order, we are entitled to accept this order within 2 (two) weeks of receipt. 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.
- 2.2. The illustrations, size 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 prior notice. 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 on request if the order is not placed with us. In the event of a culpable breach, we reserve the right to assert a claim for damages.
- 2.3. Unless otherwise agreed, samples shall be regarded as approximate illustrative pieces for quality, sizes and colors.

3. Prices | Delivery Quantities

- 3.1. Unless otherwise agreed, our prices valid on the day of order acceptance shall apply. Our prices are quoted EXW "ex works" (EXW according to ICC Incoterms 2020) plus statutory VAT.
- 3.2. Prices are stated in EURO plus packaging, freight and other shipping costs. Rebates, discounts, etc. are subject to express agreement.

- 3.3. If the Customer wishes the goods to be shipped, the Customer shall bear the transportation costs ex works and the costs of any transportation insurance requested by the Customer. Any customs duties, fees, taxes and other public charges shall be borne by the Customer.
- 3.4. The type of packaging and transportation are at our discretion. We reserve the right to change the ordered quantities to packaging units, insofar as these changes are reasonable for the Customer.
- 3.5. In the case of custom-made products, the delivery quantity may be exceeded or fallen short of by up to 10%. Custom-made products also include series articles which are to be specially marked according to the Customer's requirements. Technical or design features that have not been expressly ordered or specified by the Customer may be determined by us in accordance with the technical requirements.
- 3.6. If extraordinary changes in costs, e.g. for raw materials, energy or freight, occur at WEZAG GmbH & Co. KG or its suppliers after conclusion of the contract, and if these lead to a change in the purchase prices or cost prices of WEZAG GmbH & Co. KG, the latter shall be entitled to demand negotiations on an appropriate price adjustment from the Customer after expiry of a commitment period of four weeks. If an agreement is not reached, WEZAG GmbH & Co. KG shall be released from the delivery obligation for the part of the delivery contract not yet executed.

4. Terms of Payment

- 4.1. The price is due and payable immediately net, unless otherwise agreed (e.g. a payment term or a discount arrangement).
- 4.2. Payment is only possible by bank transfer.
- 4.3. 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 shall make a corresponding reservation at the latest with the order confirmation.
- 4.4. The Customer shall only be entitled to the rights of set-off or retention to the extent that his claim has been legally established or is undisputed.
- 4.5. If it becomes apparent after conclusion of the contract (e.g. through an application to open insolvency proceedings) that our claim to the price is jeopardized by the Customer's inability to pay, 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 (Section 321 BGB). This shall also apply if our obligation to perform is not yet due. In such cases, we may also declare all claims from the current business relationship with the Customer due and payable. The Customer shall also be deemed to be unable to pay if the Customer is at least three weeks in arrears with a substantial amount.
- 4.6. The Customer shall be in default upon expiry of the agreed payment period. During the period of default, interest shall be charged on the price at the applicable statutory default interest rate. The right to claim higher interest and further damages remains unaffected.
- 4.7. If the Customer defaults on payment of an invoice, all our claims arising from the business relationship with the Customer shall become due for payment immediately.
- 4.8. The agreement of a later due date or deferral of the purchase price requires a written agreement.

5. Retention of Title

- 5.1. All goods delivered shall remain the property of WEZAG GmbH & Co. KG until the purchase price has been paid in full (hereinafter referred to as "Reserved Goods" (*Vorbehaltsware*)).
- 5.2. The delivered goods shall also remain the property (Reserved Goods) of WEZAG GmbH & Co. KG until all claims have been settled, in particular the respective balance claims to which we are entitled within the scope of the business relationship (balance reservation). This shall also apply to future and conditional claims and also if payments are made on specially 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.

- 5.3. The Reserved Goods may neither be pledged to third parties nor assigned as security. The Customer must inform us immediately in writing if an application is made to open insolvency proceedings or if third parties have access to the goods belonging to us (e.g. seizures). If the Customer acts 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 return of the goods in accordance with the statutory provisions on the basis of the retention of title and the withdrawal.
- 5.4. Until revoked, the Customer is authorized to resell and/or process the Reserved Goods 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 full value of the products resulting from the processing, mixing or combining of our goods, 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. In all other respects, the same shall apply to the resulting product as to the goods delivered under retention of title.
 - (b) The Customer hereby assigns to us as security any claims against third parties arising from the resale of the goods or the product in total or in the amount of our possible co-ownership share in accordance with the above paragraph. We accept the assignment. The obligations of the Customer mentioned in paragraph 3 shall also apply with regard to 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 to us, there is no deficiency in his ability to pay and we do not assert the retention of title by exercising a right. If this is the case, however, we can demand that the Customer informs us of the assigned claims and their debtors, provides all information necessary for collection, hands over the relevant documents and informs the debtors (third parties) of the assignment. In this case, we shall also be entitled to revoke the Customer's authorization to resell and process the goods subject to retention of title.

6. Delivery Time and Delay in Delivery

- 6.1. Unless a delivery time has been expressly designated in writing as binding, the information on delivery or fulfillment times is non-binding. Delivery or performance periods (delivery periods) shall commence on the date of our order confirmation and shall only apply subject to the timely clarification of all technical and other details of the order and the timely provision and fulfillment of all obligations of the Customer, such as the provision of all official certificates and documents.
- 6.2. The delivery period shall be extended by the period in which the Customer 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 delivery to us, unless we are responsible for the incorrect or delayed delivery to us. Delivery deadlines shall be deemed to have been met if the goods have left our factory by the time they expire or readiness for dispatch has been notified. We reserve the right to make partial deliveries.
- 6.3. The occurrence of our delay in delivery shall otherwise be determined in accordance with the statutory provisions. In any case, a reminder from the Customer is required.
- 6.4. The delivery time shall be extended appropriately - even within a delay - in the event of force majeure and all unforeseen obstacles occurring after conclusion of the contract for which we are not responsible (in particular also pandemics, operational disruptions, strikes, lockouts or disruption of transport routes), insofar as such obstacles can be proven to have a significant influence on the planned execution or delivery. This also applies if these circumstances occur at our suppliers, sub-suppliers or subcontractors. We shall inform the Customer of the beginning and end of such hindrances as soon as possible. The Customer 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 give a declaration without undue delay, the Customer may withdraw from the contract. Claims for damages are excluded in these cases.

- 6.5. Under no circumstances shall we be liable for delayed or omitted deliveries (impossibility) due to the fault of our suppliers. However, we undertake to assign any claims for compensation against the upstream supplier to the Customer.
- 6.6. If, after conclusion of the contract, we become aware of facts, in particular default of payment with regard to earlier deliveries, which, according to our best commercial judgment, indicate a significant deterioration in our assets, we shall be entitled to refuse to perform our obligations until the consideration has been paid or appropriate security has been provided for the performance to be rendered by us.
- 6.7. If we are obliged to provide advance performance, we shall be entitled to demand appropriate security for the performance to be provided by us. In this case, we may set a reasonable deadline within which our contractual partner shall, at his discretion, provide the consideration or the appropriate security step by step. After expiry of the deadline set by us, we are entitled to withdraw from the contract. In this case, partial deliveries effected by us shall be due for payment immediately.
- 6.8. Partial services and partial deliveries are permitted to a reasonable extent. We may demand payments on account to a reasonable extent.
- 6.9. If the Customer does not accept the delivered goods, WEZAG GmbH & Co. KG shall be entitled to withdraw from the contract or to demand compensation for non-performance after the fruitless expiry of a grace period of two weeks. The statutory regulations according to which setting a deadline is not necessary, shall remain unaffected.
- 6.10. The delivered goods are also to be accepted by the Customer in cases of insignificant defects without prejudice to his warranty rights.

7. Shipping, Transfer of Risk

- 7.1. The Customer is in default of acceptance if he does not accept the goods offered to him. Default of acceptance shall result in the transfer of risk to the Customer. From the transfer of risk, the Customer shall bear the costs of any storage.
- 7.2. 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 vehicle.

8. Claims for Defects | Statute of Limitations

- 8.1. The safeguarding of claims for defects requires compliance with the statutory inspection and notification obligations (Sections 377, 381 HGB). Defects must be reported in text form without undue delay, but no later than seven (7) days after delivery. Defects that cannot be discovered within this period, even with the most careful inspection, must be reported in text form without undue delay, at the latest within seven (7) days of discovery. We reserve the right, at our discretion, either to rectify the defect or to deliver defect-free goods. For the purpose of subsequent performance, the Customer must make the goods available to us.
- 8.2. We are entitled to make the subsequent performance owed dependent on the Customer paying the price due
- 8.3. Transport damage must also be reported to the carrier. If shortages are detected, the gross and net weight of the shipment must be determined and copies of the delivery note and freight documents must be sent to us, otherwise the complaint cannot be processed.
- 8.4. The statutory provisions shall apply to the Customer's rights in the event of material defects and defects of title, unless otherwise stipulated in these GTC.
- 8.5. The basis of our liability for defects is above all the agreement reached on the quality and intended use of the goods. Our product descriptions and manufacturer's specifications shall be deemed to be an agreement on quality in this sense. We accept no liability for statements made by third parties.

- 8.6. In the case of goods with digital elements or other digital content, we shall only be obliged to provide and, if applicable, update the digital content if this is expressly stated in a quality agreement.
- 8.7. We are generally not liable for defects that the Customer is aware of or is grossly negligent in not being aware of when the contract is concluded (Section 442 BGB).
- 8.8. The limitation period for all claims for defects, including claims for damages, is one year from delivery. This shall not apply insofar as Section 438 Para. 1 No. 2 BGB; Sections 478, 479 BGB or Section 634 a Para. 1 No. 2 BGB provide 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.
- 8.9. 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 (Sections 195, 199 BGB) would lead to a shorter limitation period in individual cases.
- 8.10. There shall be no claim for defects if the delivered goods have been damaged by improper handling or improper loading.

9. Liability

- 9.1. Unless otherwise stated in these GTC including the following provisions, we shall be liable in the event of a breach of contractual and non-contractual obligations in accordance with the statutory provisions.
We shall only be liable for damages - irrespective of the legal grounds - within the scope of fault-based liability in cases of intent and gross negligence. In the event of simple negligence, we shall only be liable, subject to statutory limitations of liability, for
 - (i) for damages resulting from injury to life, limb and health,
 - (ii) for damages arising from the breach of a material contractual obligation. An essential contractual obligation is an obligation whose fulfillment is essential for the proper execution of the contract and on whose compliance the contractual partner regularly relies on and may rely on. In this case, our liability is limited to compensation for the foreseeable, typically occurring damage.
- 9.2. These limitations also apply to third parties and to breach of duty by persons whose fault we are responsible for in accordance with the statutory provisions. They shall not apply if and insofar as we have assumed a guarantee for the quality of the goods and in cases of mandatory liability under the German Product Liability Act (*Produkthaftungsgesetz*).

10. Returns

Except for the liability for defects, returns will only be credited if we have given our prior written consent. A credit note for goods in their original packaging and suitable for resale will be issued at 80% of the invoiced price. Costs for any reconditioning and repackaging will be deducted additionally. The credit note can only be offset against new deliveries of goods.

11. Severability Clause:

Should one of the above provisions be or become invalid, this shall not affect the validity of the other provisions.

12. Place of Performance, Place of Jurisdiction and Applicable Law

- 12.1. The place of performance, also for the Customer's obligations, is D-35260 Stadtallendorf, Germany.
- 12.2. If the Customer is a merchant within the meaning of the German Commercial Code, the place of jurisdiction for any disputes arising directly or indirectly from the contractual relationship shall be our registered office in 35260 Stadtallendorf, Germany. We may also sue the Customer at his registered place of business.
- 12.3. These GTC and all legal relationships between the Customer and us shall be governed by German law to the exclusion of the UN Convention on Contracts for the International Sale of Goods (CISG).