

General Terms and Conditions of Business

I. Scope

1. All offers and orders for deliveries and services are exclusively subject to the following General Terms and Conditions (GTC) of **HARTMANN-KONVERMA® GmbH & Co. KG** (hereinafter referred to as "supplier"). These General Terms and Conditions of Business shall apply exclusively; the supplier shall not recognize any conflicting or deviating terms and conditions of the Purchaser unless it has expressly agreed to their validity in writing.

2. These GTC shall also apply accordingly to contracts for work and services as well as to any ancillary services provided by the Supplier, unless mandatory statutory provisions require otherwise.

3. These General Terms and Conditions of Business shall generally apply to all customers.

II. Offer / scope of delivery

1. Unless expressly designated as binding, all information contained in catalogues, brochures, illustrations, drawings, technical specifications, dimensions, weights and other product descriptions included in the offer shall be deemed approximate and non-binding. They do not constitute a legal basis for claims of the customer. The Supplier retains all ownership, intellectual property and copyright rights to quotations, drawings, calculations, technical documentation and other documents. Such documents may not be copied, reproduced or disclosed to third parties without the Supplier's prior consent.

2. Offers of the supplier are subject to change without notice. The orders placed shall only become binding upon (remote) oral or written confirmation by the supplier.

3. The supplier's order confirmation shall be decisive for the scope of the delivery or service. Additional agreements and amendments require the written confirmation of the supplier.

III. Prices and payment

1. The list price valid on the day of the delivery or service plus value added tax at the respective statutory rate shall be decisive for the price calculation, unless a different price agreement has been made. Unless otherwise agreed, prices are quoted for delivery of goods ex business location of KONVERMA or warehouse, but excluding packaging. If a freight/packing free delivery has been agreed, this shall only apply within the Federal Republic of Germany. Additional costs due to a special type of dispatch and packaging requested by the customer (e.g. express goods, express freight, air freight / seaworthy packaging and similar) shall be borne by the customer.

2. The terms of payment shall be specified individually by printing them on the order confirmation or the invoice.

3. The retention of payments or the offsetting against claims of the customer, which are disputed by the supplier, is excluded.

4. In case of default of payment, interest on arrears will be charged at a rate of 7% points above the respective base interest rate. Discount charges, bill of exchange tax and interest on arrears are payable immediately upon receipt of the debit note.

5. The deduction of a discount requires a special written agreement.

IV. Delivery time

1. The delivery period begins with the confirmation of the order, but not before the customer has provided the documents, permits, releases to be obtained by him and not before receipt of an agreed down payment. Delivery periods are only binding if they have been expressly confirmed as binding by the supplier.

2. The delivery period shall be deemed to have been observed if the delivery item has left the factory or readiness for dispatch has been notified before its expiry.

3. The delivery period shall be extended appropriately in the event of measures within the framework of industrial disputes as well as in the event of unforeseen obstacles which are beyond the control of the supplier, insofar as such obstacles demonstrably have a considerable influence on the completion or delivery of the delivery item. This also applies if the circumstances occur at the supplier's sub-suppliers. The aforementioned circumstances are also not the responsibility of the supplier if they occur during an already existing delay. In important cases, the supplier will inform the customer as soon as possible of the beginning and end of such obstacles.

4. If the customer suffers damage due to a delay caused by a fault of the supplier, he shall be entitled to claim compensation for delay to the exclusion of further claims. For each full week of the delay, this amounts to 0.5% in total, but not more than 5% of the partial or total net order which cannot be used in time or in accordance with the contract as a result of the delay. All further claims for compensation due to culpable delay are excluded in case of slight negligence.

5. Compliance with the delivery time presupposes the fulfilment of the contractual obligations of the customer.

V. Transfer of risk and acceptance

1. The risk shall pass to the customer at the latest upon dispatch of the items, even if partial deliveries are made. At the request of the customer, the supplier shall insure the consignment against theft, breakage, transport, fire and water damage and other insurable risks at the customer's expense.

2. Partial deliveries are permissible.

VI. Reservation of title

1. The supplier retains title to the delivery item until all claims of the supplier against the customer arising from the business relationship, including future claims arising from contracts concluded at the same time or later, have been settled.

2. The supplier is entitled to insure the delivery item against theft, breakage, fire, water and other damages at the expense of the client, unless the client has demonstrably taken out the insurance himself.

3. The customer may neither pledge the delivery item nor assign it as security. In the event of seizure, confiscation or other disposal by third parties, the customer shall notify the supplier thereof without delay and provide the supplier with all information and documents required to protect its rights. Enforcement officers or a third party must be informed of the property of the supplier.

4. In the event of conduct on the part of the customer in breach of contract, in particular in the event of default in payment, the supplier shall be entitled, after setting a reasonable deadline, to take back the object of sale and the customer shall be obliged to surrender it. The taking back of the goods by the supplier shall constitute a withdrawal from the contract. After taking back the object of sale, the supplier shall be entitled to sell it, the proceeds of sale shall be set off against the customer's liabilities - less reasonable costs of sale.

5. Customers who are resellers are entitled to resell the goods subject to retention of title within the scope of ordinary business operations.

VII. Liability for defects in the delivery

1. The Supplier shall, at its discretion, repair or replace any Goods that are proven to have been defective at the time of the transfer of risk, provided that the Customer has duly notified the Supplier of such defect in accordance with these GTC. The supplier shall be notified immediately in writing of the discovery of such defects. Replaced parts become the property of the supplier.

2. Claims for material defects - regardless of the legal grounds - shall become statute-barred after six months.

3. No guarantee is given for damages that have occurred for the following reasons:

Unsuitable or improper use, faulty assembly or commissioning by the customer or third parties, natural wear and tear, faulty or negligent handling, unsuitable operating materials, replacement materials, defective

construction work, unsuitable building ground, chemical, electrochemical or electrical influences, unless they are attributable to a fault on the part of the Supplier.

4. After consultation with the supplier, the customer shall give the supplier the necessary time and opportunity to carry out all repairs and replacement.

5. Of the direct costs arising from the repair or replacement delivery, the customer shall bear - insofar as the complaint proves to be justified - the costs of the replacement part including shipping as well as the reasonable costs of installation and removal, and, if this can be reasonably demanded in the individual case, the costs of any necessary provision of his fitters and assistants. In all other respects the customer shall bear the costs.

6. The warranty period for the replacement part and the repair is three months, but it runs at least until the expiry of the original warranty period for the delivery item.

7. Any warranty shall be excluded where the customer or a third party performs repairs or modifications without the supplier's prior consent and such actions are causally responsible for the alleged defect.

8. Further claims of the customer, in particular a claim for compensation for damages not incurred on the delivery item itself, shall only exist in the event of intent or gross negligence, in the event of injury to life, body or health, in cases where liability exists under the Product Liability Act for defects in the delivery item for personal injury or property damage to privately used objects, in the event of defects that were fraudulently concealed or the absence of which the supplier has guaranteed. Finally, further claims of the customer shall only exist in the case of culpable violation of essential contractual obligations, insofar as the achievement of the purpose of the contract is endangered, with regard to the foreseeable damage typical for the contract.

9. Used delivery items are sold under exclusion of any liability for material defects, unless otherwise agreed in writing.

10. The Supplier's aggregate liability arising out of or in connection with the contract shall, except in cases of mandatory statutory liability, not exceed the net contract value of the respective delivery.

11. The customer shall take all reasonable measures to mitigate damages resulting from an alleged defect

VIII. Liability for secondary obligations

1. If, through the fault of the supplier, the delivered item cannot be used by the customer as stipulated in the contract as a result of omitted or faulty implementation of suggestions and advice prior to or after conclusion of the contract as well as other contractual ancillary obligations - in particular instructions for operation and maintenance of the delivered item - the provisions of Sections VII and IX shall apply accordingly, excluding further claims of the customer.

2. Technical advice provided by the Supplier shall be based on the information available at the time and shall not release the customer from its obligation to verify the suitability of the goods for its intended application.

IX. Rights of the client to withdraw from the contract and other liability of the client

1. The client may withdraw from the contract if the supplier is finally unable to provide the entire service. The same applies in the event of incapacity on the part of the supplier.

2. In the event of a delay in delivery within the meaning of Section IV of these Terms and Conditions and if the customer grants the defaulting supplier a reasonable extension of time and the extension is not complied with, the customer shall be entitled to withdraw from the contract. Furthermore, the customer shall have the right to withdraw from the contract if the supplier allows a reasonable grace period granted to him for the rectification of a defect for which he is responsible within the meaning of the General Terms and Conditions of Business to expire fruitlessly through his own fault.

X. Place of jurisdiction

The place of performance and exclusive place of jurisdiction is, for both parties and for all claims, the headquarters of KONVERMA in Biberach an der Riss. The law of the Federal Republic of Germany shall apply; the validity of the UN Convention on Contracts for the International Sale of Goods shall not apply.

XI. Data storage

The Supplier processes personal data in accordance with the applicable data protection laws, including the General Data Protection Regulation (GDPR) and the German Federal Data Protection Act (BDSG), where applicable..

XII. Miscellaneous

1. Transfers of rights and obligations of the client from the contract concluded with the supplier require the written consent of the supplier to be effective.
2. Deviating agreements or additions to the contract must be made exclusively in writing.
3. If a provision of this contract is or becomes invalid, the validity of the other provisions of the contract shall remain unaffected.