

General Terms and Conditions of Sale and Delivery of Retec-Automark Markier- und Befestigungssysteme

Art. 1 Scope of application, written form

1.1 Our General Terms and Conditions ("GTC") apply exclusively. They apply to entrepreneurs (§ 14 BGB), legal entities under public law and special funds under public law. Deviating general terms and conditions of the customer shall not be recognised by us unless we have agreed to their validity in writing. Our GTC shall also apply if we carry out the delivery to the customer without reservation in the knowledge of deviating general terms and conditions of the customer. These GTC apply in particular to contracts for the sale and/or delivery of movable goods ("goods"), irrespective of whether we manufacture the goods ourselves or purchase them from suppliers (§§ 433, 650 BGB).

1.2 All contracts shall be governed by this order:

- a. These general terms and conditions
- b. The legal regulation

1.3 All agreements made between us and the customer in connection with the contract, as well as legally relevant declarations and notifications of the parties with regard to the contract (e.g. setting of deadlines, notification of defects, withdrawal or similar) must be made or submitted in writing, i.e. in written or text form (e.g. letter, e-mail, fax). Insofar as declarations are to be made "in writing" in these GTC, this is to be understood in the aforementioned sense (written or text form). Specifications must be confirmed in writing by the customer. The acceptance of guarantee declarations must be made in writing. Verbal undertakings by our representatives or auxiliary persons require written confirmation by us.

1.4 These GTC shall also apply to all future contracts with the customer.

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

Art. 2 Offer, order confirmation, contract documents

2.1 Our offers are subject to confirmation. We can accept contractual offers from the customer within four weeks. Acceptance can be declared either in writing by order confirmation or by delivery of the goods to the customer.

2.2 We reserve the property rights and copyrights to illustrations and drawings, calculations and other files or documents which we have provided to the customer - also in electronic form; they may not be made accessible to third parties without our express written consent.

2.3 Documents such as samples, brochures, catalogues, illustrations, drawings, weights and dimensions are only approximate unless they are expressly declared binding in writing.

2.4 Cost estimates are to be remunerated.

Art. 3 Delivery, transfer of risk, acceptance, default of acceptance

3.1.1 Delivery is "ex works", which is also the place of performance for the delivery and any subsequent performance. At the customer's request and expense, the goods shall be shipped to another destination (sale by delivery to a place other than the place of performance). Shipment shall always be made, even in the case of delivery from a place other than the place of performance, for the account and - even in the case of carriage paid delivery - at the risk of the customer. Subject to other contractual provisions, we are entitled to determine the type of shipment (in particular transport company, shipping route, packaging) ourselves. If expressly requested by the customer, we shall cover the delivery with transport insurance; the costs incurred in this respect shall be borne by the customer.

3.1.2 In the event of agreed delivery, delivery shall be made free kerbside at the agreed unloading point. In this case, the customer is obliged to provide competent personnel and any necessary technical equipment in good time. The customer shall establish any necessary transport routes at his own expense. It is assumed that our vehicle can drive directly to the place of unloading and be unloaded immediately. In the case of installation services, supply connections, in particular for electricity and water, shall be provided by the customer at the customer's expense. The customer shall be responsible for chiselling, bricklaying and electrical work. All preparations by the customer for the execution of the work must be completed before the arrival of our employees. If an agreed installation, assembly or commissioning is delayed through no fault of ours, the customer shall bear the additional costs incurred as a result, in particular the costs for waiting time and further necessary travel by our personnel deployed for this purpose.

3.2 The risk of accidental loss and accidental deterioration of the goods shall pass to the customer at the latest when the goods are handed over to the customer. However, in the case of sale by delivery to a place other than the place of performance, the risk of accidental loss and accidental deterioration of the goods as well as the risk of delay shall pass to the customer upon delivery of the goods to the forwarding agent, the carrier or any other person or institution designated to carry out the shipment. This shall also apply if we have contractually undertaken (e.g. by means of the clause "free domicile") to bear the costs of the shipment. Assistance by our employees in loading, transport or unloading does not imply any change in these provisions on the transfer of risk.

Insofar as an acceptance has been agreed, this shall be decisive for the transfer of risk. In all other respects, the statutory provisions of the law on contracts for work and services shall also apply mutatis mutandis to an agreed acceptance. The handover or acceptance shall be deemed equivalent if the customer is in default of acceptance.

3.3 If the customer is in default of acceptance, fails to cooperate or if our delivery is delayed for other reasons for which the customer is responsible, we shall be entitled to demand compensation for the resulting damage including additional expenses (e.g. storage costs). For this purpose, we shall charge a lump-sum compensation in the amount of 50.00

EUR per calendar day beginning with the delivery deadline or - in the absence of a delivery deadline - with the notification that the goods are ready for dispatch, but not exceeding 10% of the net purchase price.

Proof of higher damages and our statutory claims (in particular compensation for additional expenses, reasonable compensation, termination) shall remain unaffected; however, the lump sum shall be offset against further monetary claims. The customer shall be entitled to prove that we have incurred no damage at all or only significantly less damage than the aforementioned lump sum.

Art. 4 Prices, terms of payment, liquidated damages, set-off and right of retention

4.1 Unless otherwise agreed, all prices are ex works, excluding freight, insurance, customs duties, agreed installation, foreign taxes, etc. plus the applicable value added tax.

4.2 In the case of a sale by delivery to a place other than the place of performance (Art. 3.1.1 sentence 2), the customer shall bear the transport costs ex warehouse 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.

4.3 The price list valid on the day of the order shall apply to orders. If installation, assembly or commissioning has been agreed, the rates valid on the day of the order shall also apply. If material price or wage increases occur between order preparation and delivery, we reserve the right to adjust the price accordingly.

4.4 Unless otherwise agreed, invoices are to be paid within 14 days from the date of invoice and delivery or acceptance of the goods. Upon expiry of the aforementioned payment period, the customer shall be in default even without a reminder. During the period of default, interest shall be charged on the purchase price at the statutory default interest rate applicable at the time. We reserve the right to assert further damage caused by default. With respect to merchants, our claim to the commercial due date interest rate (§ 353 HGB) remains unaffected. Furthermore, we are entitled at any time, also within the framework of an ongoing business relationship, to make a delivery in whole or in part only against advance payment. We shall declare a corresponding reservation at the latest with the order confirmation.

4.5 If goods delivered by us are taken back without us being obliged to do so, they shall be credited to the customer and set off against our outstanding claims as follows, without prejudice to the assertion of claims for damages:

Up to one month after delivery at 75% of the invoice amount
Up to three months after delivery at 50% of the invoice amount

We and the customer reserve the right to prove a greater or lesser reduction in value in individual cases.

Returns outside the warranty shall be made at the customer's expense. Art. 7 remains unaffected.

4.6 Insofar as we can claim damages instead of performance or we allow the order to be cancelled, a lump sum for damages of at least 15% of the order amount is agreed. However, the customer shall be entitled to prove that we have incurred no damage or significantly less damage as a result of the delay in payment, termination or cancellation.

4.7 We are not obliged to accept payment by cheque or bill of exchange. If we accept such, this shall only be on account of performance.

4.8 If it becomes apparent after the conclusion of the contract (e.g. by filing for insolvency proceedings) that our claim to the purchase price is jeopardised 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 (§ 321 BGB). In the case of contracts for the manufacture of unjustifiable items (custom-made products), we may declare withdrawal immediately; the statutory provisions on the dispensability of setting a deadline remain unaffected. If, in addition, after conclusion of the contract, we become aware of circumstances for which the customer is responsible and which call his creditworthiness into question (e.g. default), we may declare the entire remaining debt, including those from other invoices, due for payment. This shall also apply in the event of the prior acceptance of bills of exchange or cheques, which in these cases shall be returned against cash payment.

4.9 The customer shall only be entitled to rights of set-off or retention insofar as his claim has been legally established or is undisputed or the counterclaim is based on the same contractual relationship. The above prohibition of set-off or exclusion of the right of retention shall not affect the customer's counter rights in the event of defects in the delivery, in particular pursuant to Art. 6.5 sentence 2 of these GTC. The counterclaim is excluded.

Art. 5 Delivery time, partial delivery, delay in delivery

5.1 Delivery periods or delivery dates must be stated in writing and may be agreed as binding or non-binding, whereby in the absence of any designation to the contrary, the stated delivery periods or delivery dates shall be deemed non-binding. Delivery periods shall commence upon conclusion of the contract, but not before all technical questions have been clarified. If no delivery periods have been agreed, delivery shall be made as soon as possible.

5.2 The customer may request us to deliver six weeks after exceeding a non-binding delivery date or a non-binding delivery period. Upon receipt of the written request, we shall be in default, provided that the legal requirements pursuant to § 286 of the German Civil Code (BGB) are met.

5.3 Even in the event that a binding delivery date has been agreed or a binding delivery period has been exceeded, the occurrence of default shall require, in addition to the existence of the statutory requirements (Section 286 of the German Civil Code), a written request from the customer after the expiry of the binding delivery date or the binding delivery period.

5.4 Partial deliveries are permissible insofar as they are reasonable.

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5.5.1 Delays in delivery due to force majeure or other circumstances for which we are not responsible, including but not limited to traffic and operational disruptions, strikes, lockouts, boycotts, occupation of factories and buildings shortage of raw materials, war (declared or not), hostilities, attack, acts of foreign enemies, extensive military mobilisation, civil war, riot, rebellion and revolution, military or other seizure of power, monetary or trade restrictions, embargo, sanctions, lawful or unlawful official acts, compliance with laws or government orders, expropriation, seizure of works, requisition, nationalisation plague, epidemic, pandemic, endemic, natural disaster or extreme natural event, insurrection, acts of terrorism, sabotage or piracy; explosion, fire, destruction of equipment, prolonged failure of transportation or telecommunications or information systems or power, shall not be our responsibility unless otherwise agreed.

5.5.2 If we are unable to deliver within the agreed delivery period under the conditions specified in Art. 5.5.1, the delivery period shall be extended accordingly. The same shall apply in the event of late or incorrect delivery by third parties for which we are not responsible.

5.5.3 If there is an impediment to delivery for which we are not responsible, in particular within the meaning of Art. 5.5.1 and Art. 5.5.2, beyond the extended delivery time referred to in Art. 5.5.2, we shall be entitled to withdraw from the contract.

5.6 If we are unable to meet the agreed delivery time, the customer is obliged to declare at our request within a reasonable period of time whether he continues to insist on the delivery or whether, insofar as the preconditions exist, he withdraws from the contract and/or demands compensation for damages instead of performance. If he does not declare himself, we shall be entitled to withdraw from the contract after the expiry of a reasonable period.

5.7 If we are in default of delivery, our liability for default shall be limited to a maximum of 5% of the net price (delivery value) of the goods delivered late.

5.8 The rights of the customer pursuant to Art. 7 of these GTC and our statutory rights, in particular in the event of an exclusion of the obligation to perform (e.g. due to impossibility or unreasonableness of performance and/or subsequent performance), shall remain unaffected.

Art. 6. claims for defects

6.1 The statutory provisions shall apply to the customer's rights in the event of material defects and defects of title (including wrong delivery and short delivery as well as improper assembly or defective assembly instructions), unless otherwise stipulated below. In all cases, the special statutory provisions remain unaffected in the case of final delivery of the unprocessed goods to a consumer, even if the consumer has processed them further (supplier recourse pursuant to §§ 478 BGB).

6.2 The basis of our liability for defects is above all the agreement reached on the quality of the goods. All product descriptions and manufacturer's specifications which are the subject of the individual contract or which were publicly announced by us (in particular in catalogues or on our Internet homepage) at the time of the conclusion of the contract shall be deemed to be an agreement on the quality of the goods. We accept no liability for public statements made by the manufacturer or other third parties (e.g. advertising statements).

6.3 As a matter of principle, we shall not be liable for defects of which the customer is aware at the time of conclusion of the contract or is not aware due to gross negligence (§ 442 BGB). Furthermore, the customer's claims for defects presuppose that he has fulfilled his statutory obligations to inspect and give notice of defects (§ 377 HGB). Delivered goods are to be inspected by the customer immediately after delivery, insofar as this is feasible in the ordinary course of business. In the case of building materials and other goods intended for installation or other further processing, an inspection must in any case take place immediately before processing. If a defect becomes apparent during delivery, inspection or at any later point in time, we must be notified of this in writing without delay, at the latest within 3 days. If the customer fails to carry out a proper inspection and/or to notify us of a defect, our liability for the defect that was not notified or not notified in time or not notified properly shall be excluded in accordance with the statutory provisions.

The customer is not released from his obligation to inspect the goods even in the event of recourse by the entrepreneur pursuant to § 478 BGB. If in such cases he does not immediately report the defect asserted by his customer, the goods shall also be deemed to have been approved in view of this defect.

6.4 Insofar as a defect exists, we are entitled to determine the type of subsequent performance, taking into account the type of defect and the justified interests of the customer. Our right to refuse subsequent performance under the statutory conditions remains unaffected.

6.5 We are entitled to make the subsequent performance owed dependent on the customer paying the purchase price due. However, the customer shall be entitled to retain a reasonable part of the purchase price in relation to the defect.

6.6 The customer shall give us the time and opportunity required for the subsequent performance owed, in particular to hand over the goods complained about for inspection purposes. In the event of a replacement delivery, the customer shall return the defective item to us in accordance with the statutory provisions. Subsequent performance does not include the removal of the defective item or the re-installation if we were not originally obliged to install it.

6.7 We shall bear or reimburse the expenses necessary for the purpose of inspection and subsequent performance, in particular transport, travel, labour and material costs and, if applicable, removal and installation costs, in accordance with the statutory provisions if there is actually a defect. Otherwise, we may demand reimbursement from the customer of the costs incurred as a result of the unjustified request to remedy the defect (in particular inspection and transport costs), unless the lack of defectiveness was not recognisable to the customer.

6.8 If the supplementary performance has failed or a reasonable deadline to be set by the customer for the supplementary performance has expired unsuccessfully or is dispensable according to the statutory provisions, the customer may withdraw from the purchase contract or reduce the purchase price. In the case of an insignificant defect, however, there is no right of withdrawal.

6.9 Claims of the customer for damages or reimbursement of futile expenses shall also exist in the case of defects only in accordance with Art. 7 and are otherwise excluded.

6.10 The sale of used items is made to the exclusion of any warranty. The liability according to Art. 7.2 and 7.3 remains unaffected.

Art. 7 Other liability

7.1 Insofar as nothing to the contrary arises from these GTC 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.

7.2 We shall be liable for damages - irrespective of the legal grounds - within the scope of fault liability in the event of intent and gross negligence. In the event of simple negligence, we shall only be liable in accordance with statutory provisions, subject to a milder standard of liability

(a) for damages resulting from injury to life, body or health,

(b) for damages arising from the not insignificant breach of a material contractual obligation (obligation whose fulfilment is a prerequisite for the proper performance of the contract and on whose compliance the contractual partner regularly relies and may rely); in this case, however, our liability shall be limited to compensation for the foreseeable, typically occurring damage.

In the case of Art. 7.2 sentence 2(b), our liability is excluded if the damage is insurable by an insurance policy to be taken out by the customer; notwithstanding this, our liability in the case of Art. 7.2 sentence 2(b) is limited to an amount of € 15,000.00.

7.3 The limitations of liability resulting from Art. 7.2 shall also apply in the event of breaches of duty by or in favour of persons for whose fault we are responsible in accordance with statutory provisions. They do not apply insofar as we have fraudulently concealed a defect or have assumed a guarantee for the quality of the goods and for claims of the customer under the Product Liability Act.

7.4 Due to a breach of duty that does not consist of a defect, the customer may only withdraw or terminate if we are responsible for the breach of duty. A free right of termination of the customer (in particular according to §§ 650, 648 BGB) is excluded. In all other respects, the statutory requirements and legal consequences shall apply.

7.5 There is a special provision for damage caused by delay in Art. 5.7.

Art. 8 Limitation

8.1 Notwithstanding §§ 438 para. 1 no. 3, 634a para. 1 no. 1 BGB, the general limitation period for claims arising from material defects and defects of title shall be one year from delivery. Insofar as acceptance has been agreed, the limitation period shall commence upon acceptance.

8.2 If, however, the goods are a building or an object that has been used for a building in accordance with its customary use and has caused its defectiveness (building material), the limitation period shall be 5 years from delivery in accordance with the statutory regulation (§§ 438 para. 1 no. 2, 634a para. 1 no. 2 BGB). Other special statutory provisions on the limitation period (in particular § 438 para. 1 no. 1, para. 3, §§ 444, 445b BGB) shall also remain unaffected.

8.3 The above limitation periods 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. However, claims for damages by the customer pursuant to Art. 7.2 sentence 1 and sentence 2(a) as well as pursuant to the Product Liability Act shall become time-barred exclusively in accordance with the statutory limitation periods.

Art. 9 Retention of title

9.1 We retain title to the delivered goods until full payment of all our present and future claims arising from the purchase contract and an ongoing business relationship (secured claims). This also applies if our claims have been included in a current account and the balance has been struck and recognised.

9.2 The customer is obliged to treat the delivered goods with care. The customer must carry out any necessary maintenance work in good time at his own expense. In particular, the customer is obliged to insure the delivered goods adequately at replacement value against fire, water and theft damage at his own expense.

Unless otherwise agreed, the benefits from the insurance shall be used in full for the reinstatement of the object of purchase. If, in the event of severe damage, repair is waived with our consent, the insurance benefit shall be used to repay the purchase price and the prices for our ancillary services.

9.3 The customer shall inform us immediately in the event of loss, destruction or damage to the goods subject to retention of title and shall provide us, upon first request, with all damage documentation and assessment relating to the subject matter of the contract as well as all documents required for the settlement of claims with the insurance company.

9.4 The goods subject to retention of title may not be pledged to third parties or assigned as security before full payment of the secured claims. In the event of seizures and other interventions by third parties, the customer must point out our ownership and must inform us immediately of any

in writing so that we can protect our rights (e.g. action pursuant to § 771 ZPO). The same shall apply in the event that an application has been made to open insolvency proceedings against the customer's assets. Insofar as the third party is not in a position to reimburse us for the costs incurred in this respect, the customer shall be liable for the loss incurred by us.

9.5 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 or/and to demand surrender of the goods on the basis of the reservation of title. The demand for return does not at the same time include the declaration of withdrawal; we are rather entitled to demand only the return of the goods and to reserve the right of withdrawal. If the customer does not pay the purchase price due, we may only assert these rights if we have previously set the customer a reasonable deadline for payment without success or if setting such a deadline is dispensable according to the statutory provisions.

9.6 Until revoked in accordance with Art. 9.6.3, the customer is entitled to resell and use the goods subject to retention of title in the ordinary course of business. In this case, the following provisions shall apply in addition.

9.6.1 The retention of title extends to the products resulting from the processing, mixing or combining of our goods at their full value, whereby we are 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.

9.6.2 The customer hereby assigns to us by way of security the 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 stated in Art. 9.4 shall also apply in respect of the assigned claims.

9.6.3 The customer remains authorised 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 retention of title by exercising a right pursuant to Art. 9.5. If this is the case, however, we may 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. Furthermore, in this case we are entitled to revoke the customer's authority to further sell and process the goods subject to retention of title.

9.6.4 If the realisable value of the securities exceeds our claims by more than 10%, we shall release securities of our choice at the customer's request.

Art. 10 Demonstration and test equipment

Demonstration and test devices as well as all sales promotion material provided remain our property. The customer is liable for any damage.

Art. 11 Place of performance, applicable law, place of jurisdiction

11.1 The place of performance for all services arising from the contract and these GTC is DE-73230 Kirchheim unter Teck.

11.2 The contract and these GTC shall be governed by the law of the Federal Republic of Germany to the exclusion of international uniform law, in particular the UN Convention on Contracts for the International Sale of Goods.

11.3 If the customer is a merchant within the meaning of the German Commercial Code, a legal entity under public law or a special fund under public law, the exclusive - including international - place of jurisdiction for all disputes arising directly or indirectly from the contractual relationship shall be our registered office in DE-73230 Kirchheim unter Teck. The same shall apply if the customer is an entrepreneur within the meaning of § 14 BGB (German Civil Code). However, we are also entitled in all cases to bring an action at the place of performance of the delivery obligation in accordance with these GTC or a prior individual agreement or at the general place of jurisdiction of the customer. Overriding statutory provisions, in particular on exclusive jurisdiction, shall remain unaffected.

Art. 12 Severability clause

Should any provision of the contract or these GTC be or become invalid, this shall not affect the validity of the other provisions of the contract or these GTC.

Art. 13 Data protection

You will find information on data protection on our homepage at <https://www.retec-automark.de/en/data-privacy-statement/17.html>

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