

## General Terms and Conditions of Business

### § 1 Applicability of the terms and conditions/application of the VOB/B

- (1) The following terms and conditions of business apply exclusively for all orders accepted by us, whether they relate to deliveries, services or other offers. They therefore also apply for all future business relationships, even if they are not explicitly agreed again. These terms and conditions shall be deemed accepted no later than upon the receipt of the goods or work performance. Conflicting confirmations of the buyer with reference to its terms and conditions of business or purchase are hereby explicitly objected to. General terms and conditions of business being contrary to these GTCs shall therefore only be recognised if they are agreed to in writing. Our GTCs also apply if we carry out the delivery to the customer without any reservations in the knowledge of terms and conditions of the customer being contrary to or differing from our GTCs.
- (2) For all orders accepted by us the Official Contractual Terms for Awarding Construction Contracts (*Verdingungsordnung für das Bauwesen*), Part B (VOB/B) apply on a supplementary basis to these GTCs. The following provisions of these General Terms and Conditions of Business take precedence, however, over the provisions of VOB.
- (3) We shall process your data for the purpose of fulfilling the order, in order to maintain the ongoing customer relationship and to send you information about our current offers and prices. Furthermore we will occasionally enable reputable companies and institutions to send information and offers to you as part of advertising activities. For the technical implementation of the data processing we make use of external service providers in some cases. If you do not agree to this, you may submit to us at any time an objection to the use of your data for advertising purposes.

### § 2 Offer, offer documents and standard offer form

- (1) Offers are subject to confirmation and not binding. Binding contracts only arise when the order is confirmed in writing, the fulfilment thereof has begun or an invoice has been issued.
- (2) We reserve the ownership title and copyrights to all images, plans, drawings, calculations and other documents. This also applies for documents designated confidential. Before the disclosure of confidential documents to third parties, the customer must obtain our explicit written consent.
- (3) Drawings, images, dimensions, weights or other data related to the order shall only be binding if this has been explicitly assured / agreed in writing. Our external sales force or other employees are not authorised to make oral additional agreements or issue oral warranties that extend beyond the content of the written contract, the offer or the order confirmation.
- (4) We reserve the right to carry out design changes at any time, provided that this makes sense technically or economically or results from the fact that the design of the ordered products has been adjusted at our company or at our suppliers. Provided that use is not impaired as a result, the customer must accept and tolerate this. It must only be informed about this.

### § 3 Prices and payment terms

- (1) Unless agreed otherwise, our prices are "ex works". Packaging and freight charges are excluded and will be separately invoiced.
- (2) All prices only apply where an undivided order is placed for the offered product and where the fulfilment period is uninterrupted.
- (3) Our prices do not include statutory VAT. It will be separately specified on the invoice on the invoice date in the statutory amount applicable at that time.
- (4) Any discount deduction must be separately agreed in writing.
- (5) The customer may only set off with counterclaims which have been established with legally binding effect, are undisputed or have been acknowledged by us. It may only assert a right of retention if its counterclaim is based on the same contractual relationship.
- (6) A payment is only deemed to have been made once we can dispose of the amount in question. In the event of payment by cheque, the payment is therefore only deemed to have been made when the cheque is cashed. Furthermore, we shall have the right to first credit payments to the customer's older debts despite stipulations of the customer to the contrary. We shall inform the customer of the type of offsetting carried out. If costs and interest have already been incurred, we shall have the right to first credit the payment to the costs, then to the interest and finally to the main performance.
- (7) If we learn of circumstances that call the customer's creditworthiness into question, in particular if a cheque issued by it is not cashed or if it ceases its payments, we shall have the right to declare the entire outstanding debt to be due for payment. Furthermore, before providing further deliveries and services we shall have the right to demand advance payments or the provision of security.

### § 4 Delivery and performance period

- (1) Delivery periods or deadlines, which may be agreed as binding or non-binding delivery periods or deadlines, must be in writing. The agreed delivery period shall only begin once all technical issues have been clarified. Furthermore, the fulfilment of the obligation to make delivery is also conditional on timely and correct fulfilment of the customer's obligations, for example approval of the drawings.
- (2) If the customer defaults on acceptance or violates its cooperation obligations, it must compensate us for the costs or losses incurred by us as a result. We reserve the right to assert further claims.
- (3) In the event of default on acceptance by the customer or a breach of its cooperation obligations, the risk of accidental loss or accidental deterioration of the delivered goods shall transfer to it at the moment when it is deemed to have defaulted on acceptance or payment.
- (4) We shall not be held responsible for delivery or performance delays due to events of force majeure or due to events that significantly impede delivery by us or make it impossible more than merely temporarily, including strikes, lock-outs, orders of governmental authorities or other events of force majeure (including if they occur at our suppliers or their sub-suppliers), even where binding time limits or deadlines have been agreed. Such circumstances shall entitle us to postpone the delivery / service by the duration of the impediment plus a reasonable lead time or to entirely or partially rescind the contract with regard to the part which has not yet been fulfilled.
- (5) If the impediment lasts longer than three months, the customer shall have the right, after setting a reasonable additional time limit, to rescind the contract with regard to the part which has not yet been fulfilled. If the delivery time is extended or if we are released from our obligation, the customer may not derive any claims for compensation for losses from that circumstance.
- (6) If a delay in making delivery results from an intentional or grossly negligent breach of contract for which we are responsible, we shall be liable in accordance with the provisions of law.

However, the liability shall be limited to the foreseeable, typically occurring losses and maximum compensation of up to 5% of the invoice value of the deliveries and services affected by the delay. The claim for compensation for losses may therefore only relate to the deliveries and services with regard to which we are in default. Any further claims are excluded.

- (7) If the delay in making delivery for which we are responsible is attributable to a culpable violation of a key contractual obligation, we shall be liable in accordance with the provisions of law. In this case too the liability shall be limited to the foreseeable, typically occurring losses. As in the case referred to above, the maximum limit is 5% of the invoice value of the deliveries and services affected by the delay. Any further claims are excluded.
- (8) We shall have the right to also carry out partial deliveries or partial services.

### § 5 Transfer of risk

- (1) If a shipment is requested to a different location, the risk transfers to the customer once the shipment has been handed over to the party carrying out the transportation or has left our warehouse for the purpose of shipment. If the shipment is delayed at the customer's request, the risk transfers to it upon notification that the goods are ready to be shipped. Unless otherwise agreed, delivery is "ex works". If we are also required to carry out installation work, the risk for materials, services and items of equipment transfers to the customer upon delivery to the building site. Furthermore, the customer must secure the building site at its own expense, handle the purchased goods carefully and sufficiently insure them, at its own expense, at replacement value against fire and water damage and theft.
- (2) Packaging in the meaning of the German Packaging Regulation (*Verpackungsordnung*) will not be taken back. The customer must arrange the disposal of the packaging at its own expense.
- (3) At the customer's request we may take out transit insurance for the delivery. The costs incurred in this connection shall be borne by the customer.

### § 6 Retention of ownership

The goods shall remain our property until all outstanding liabilities of the customer with respect to us have been fully settled.

### § 7 Warranty

- (1) The warranty rights of the customer are subject to the customer properly fulfilling its examination and complaint obligations in accordance with Article 377, 378 of the German Commercial Code (*Handelsgesetzbuch – HGB*). If the customer breaches those obligations, the warranty rights shall be completely forfeit.
- (2) Insofar as there is a defect in the purchased goods for which we are responsible, according to our choice we shall first have the right to eliminate the defects (repairs) or provide a replacement delivery in accordance with paragraph 3. To that extent the warranty right is limited. In the event of the elimination of a defect we shall only bear the expenses up to the amount of the purchase price. If the customer requests that warranty work be carried out at a location determined by it, we may fulfil that request. Parts falling under the warranty will not be charged for by us, but working hours and travel expenses shall be paid for by the customer at the standard rates if the purchased item is at a location other than the place of performance.
- (3) With regard to the above-mentioned additional delivery / repairs the warranty shall initially be limited to a right of multiple repairs / replacement deliveries. Their number shall depend on the severity of the defects and other circumstances of the individual case. We shall therefore have the right to carry out these attempts. We shall be free to choose between repairs or replacement delivery. However, the maximum number of attempts is limited to three. If the multiple repairs / replacement deliveries fail, the customer shall have the right, according to its choice, to demand either the annulment of the contract or a reduction of the remuneration.
- (4) The warranty period amounts to four years from the transfer of risk or, if installation services are performed, from acceptance thereof. The six-month warranty period applies exclusively for glass, polycarbonate and acrylic glass roofing installed by us. Vegetation mats and electronic components are excluded from the warranty. That period is a time limitation period and also applies for claims for compensation for consequential losses due to defects, insofar as no tortious claims are asserted; for such claims the statutory time limitation period applies.
- (5) Liability is also excluded if the customer itself or a third party on its behalf has already carried out repairs or modifications to our work performance/delivery.
- (6) Only the direct customer is entitled to warranty claims against us – they are not assignable.
- (7) The above paragraphs contain conclusive provisions on the warranty for our deliveries and services and exclude any other warranty claims of any kind whatsoever. This does not apply for claims for compensation for losses arising from guarantees of particular properties.

### § 8 Total liability

Claims for compensation for losses arising from a positive breach of obligation or from impermissible action either against us or against our vicarious agents or assistants are excluded, except in cases of wilful misconduct or gross negligence. This also applies to claims for compensation for losses due to non-performance, but only insofar as compensation is demanded for indirect or consequential losses due to defects, unless the liability is based on a warranty which is intended to secure the customer against the risk of such losses. Any liability is limited to the losses foreseeable upon the conclusion of the contract, insofar as this is permissible, and to a maximum of 5% of the order value. In any event, our liability under the German Product Liability Act (*Produkthaftungsgesetz*) and other claims stemming from producer's liability, if they exist, remain unaffected. Insofar as liability for compensation for losses is excluded or limited with respect to us, this shall also apply with respect to the personal liability for compensation for losses of our employees, partners and representatives.

### § 9 Place of performance and place of jurisdiction

- (1) The laws of the Federal Republic of Germany apply to these terms and conditions of business and the entire legal relationship between the parties.
- (2) Insofar as the customer is a registered trader in the meaning of the German Commercial Code, a legal person under public law or a public law special fund, the court competent for our registered office shall be the exclusive place of jurisdiction for all disputes arising directly or indirectly from the contractual relationship.
- (3) Unless contractually agreed otherwise, our registered office in Salzkotten is the place of performance.
- (4) Should a provision of these General Terms and Conditions of Business or in other agreements between the parties be or become ineffective, the effectiveness of all other provisions or agreements shall not be affected.