

# General Terms and Conditions SATTLER GmbH

The following conditions are an integral part of the agreement, by mutual consent; they prevail over deviating procurement or similar conditions of the customer, which the company SATTLER GmbH - hereinafter referred to as "user" - will only recognise if it does explicitly do so in writing.

Deviations, complements and special assurances must be in writing in order to be valid.

## I. Service and Repair Conditions

### 1. General

- 1.1 If the conditions below do not contain arrangements, the Awarding and Agreement Code for Building Services (Vergabe- und Vertragsordnung für Bauleistungen [VOB]), Part B, applies to work on building structures (building services) and in terms of DIN 18299, DIN 18382, DIN 18384, DIN 18385 and DIN 18386 as "General Technical Agreement Conditions for Building Services" (Allgemeine Technische Vertragsbedingungen für Bauleistungen [ATV]) also extracts of Part C (VOB/B respectively VOB/C), in the version prevailing at the time of concluding the agreement.
- 1.2 Records that are part of the offer of the user, such as images, drawings et cetera, must only be considered to be approximate accurate in terms of dimensions and weight, unless the user does expressly confirm the accuracy of the dimensions and weight. The user reserves ownership and intellectual property rights. Without the consent of the user, they may not be made accessible to third parties and may not be misused in any other way. If the order is not awarded, customer-specific records must be returned without asking and in all other cases, they must be returned upon request. The costs of returning them are for account of the customer.

### 2. Dates

- 2.1 The agreed delivery or completion dates are only binding, if complying with them is not rendered impossible by circumstances, for which the user is not responsible. Such circumstances would include situations, where records are missing and permits that are needed for implementing the order (such as building permits and similar) are not available.
- 2.2 In cases of delay (in rendering building services), the customer will only then be entitled to lodging claims in accordance with Article 8, Paragraph 3, VOB/B, if a calendar period has been agreed in writing for commencement and completion and if the customer will have set a suitable additional deadline and will have declared that by fruitless passing of the additional deadline, he will withdraw the order.

### 3. Costs of orders that are not implemented

Because troubleshooting uses up working time, the time and effort required will - except where it concerns guaranty work - be charged to the customer, if an order cannot be implemented, because

- 3.1 the error of the complaint cannot be determined, whilst applying the generally recognised technological standards;
- 3.2 the customer has missed the agreed deadline for reasons that he is responsible for;
- 3.3 the order has been withdrawn during implementation.

### 4. Guaranty

- 4.1 The guaranty period for all rendered working services, repairs, et cetera, that are not building services, and for mounted materials, is one year. For building services, the stipulations of VOB/B, which have been agreed as a whole, apply.
- 4.2 If a deficiency should occur, the customer must set a suitable deadline for the user for undertaking remedial work. The customer must particularly ensure that the part that is complained about will be available for investigation and for remedial work to be carried out on it by the user or his fulfilment agent.
- 4.3 If the user is under an obligation of carrying out remedial work, the user may choose between remedying the deficiency and by doing replacement work, at his discretion.
- 4.4 If remedial work does not succeed, the customer will have the right of applying a reduction or of withdrawing from the agreement. Withdrawal is not possible if the violation of the obligation by the user is of no consequence or if the subject matter of the agreement consist of building services.
- 4.5 The entitlement of the customer to replacement of futile efforts instead of compensation for damages in place of performance, remains unaffected.

## II. Sales Conditions

### 1. Location of dispatch, of passage of risk and of fulfilment

- 1.1 Deliveries will be made ex-warehouse/ex-factory of the user respectively manufacturer. Dispatching to the customer will be upon his request, for his account and for his risk,
- 1.2 The risk is for the customer from the moment of handing over the good to the haulier or carrier, in any event not later than upon leaving the warehouse/factory of the user respectively manufacturer. The goods may be insured at the expense of the customer, if the customer requests the user to do so in writing.
- 1.3 The costs of dispatch are for account of the customer, particularly packaging costs, freight, cartage, crantage, postage and insurance premiums.

### 2. Delays in delivery

Delays in delivery do not give entitlement to refusing acceptance.

### 3. Acceptance and acceptance delays

If the customer does not accept the object by the agreed deadline, the user will have the right of setting him a reasonable grace period and, after passing of the grace period, of disposing over the object in other ways and of delivering to the customer after a reasonable, extended grace period. That does not affect the right of the user of withdrawing from the agreement after having set a reasonable grace period or of claiming compensation for damages.

Within the framework of compensation for damages, the user may demand 20 % the agreed price without value-added tax as compensation, without needing to provide proof, unless there is evidence that no damage was incurred or significantly less damage. The right of claiming compensation for actually higher damages remains reserved. The customer is obliged to accept partial deliveries (advance deliveries), if that would not be unreasonable.

### 4. Guarantee

- 4.1 In respect of material damages, the user is liable in accordance with the legal stipulations governing purchases (Articles 433, ff., BGB (BGB (Bürgerliches Gesetzbuch [Civil Code]), except as determined otherwise hereafter.
- 4.2 The ordering party must lodge in writing complaints about obvious deficiencies that do not require special attention for being detected, forthwith upon delivery and in any case not later than two weeks after receipt, whilst stating the nature of the deficiency. However, when complaints about obvious deficiencies are lodged at a later date, a consumer will not lose his entitlement to guaranty.
- 4.3 If an order is placed by an entrepreneur within the framework of his professional activities, the entrepreneur will be obliged to investigate the goods immediately upon receipt and to lodge complaints about obvious deficiencies within one week. If the customer fails to report it, the supplied goods will be considered to have been approved. The same applies to deficiencies that may occur later.
- 4.4 Claims for deficiencies in relation to all sold new objects are subject to a period of limitation of two years.
- 4.5 In the event that the supplied object is deficient, the customer will have the following rights:
  - 4.5.1 The user will have the right of undertaking remedial work. However, the customer retains the right of applying a reduction or of withdrawing from the agreement, if the remedial work is not successful. In case of withdrawal from the agreement, the customer will have the obligation of completely returning the goods. Costs of dispatch will be borne by the user.
  - 4.5.2 If the supplied goods are deficient, remedial work will take the form of a replacement delivery. Altogether, the user must be allowed two remediation attempts. If they remain fruitless or if the user does not fulfil his remediation obligation within a suitable grace period set by the customer, the remediation will be considered to have failed. The customer has the right of lodging claims in accordance with the legal stipulations mentioned in Point 4.5.1.
  - 4.5.3 There is no deficiency in the supplied object:

in the case of faults that are caused as a result of damage, wrong connections or wrong operation by the customer; in the case of damage as a result of force majeure, for example lightning; in the case of faults resulting from overloading mechanical or electromechanical parts through use not as intended or through contamination or extraordinary, mechanical, chemical or atmospheric influences.

### 5. Withdrawal

- 5.1 The user may withdraw from the agreement:
  - 5.1.1 if he cannot deliver an account of force majeure, strikes, lock-outs or other circumstances that he is not responsible for, but that are of significant importance for manufacturing the object;
  - 5.1.2 if the customer exceeds an agreed payment period by more than 14 days and allows an imposed grace period of at least 14 days to pass;
  - 5.1.3 if the customer provides untruthful information about himself, about his earnings or about his obligations, which would place doubt on his ability to meet his payment obligations.
- 5.2 The customer may withdraw from the agreement, if the user culpably fails to meet an extended delivery that was set by the customer under warning of refusal. The user will not be responsible in the case of delivery impediments as a result of force majeure, strikes and lock-outs. In such cases, the delivery period will be appropriately extended. If the inability to implement has been determined on the basis of such circumstances, the customer may withdraw. The delivery deadline will be considered to have been met, if the object are ready for dispatch in good time.
- 5.3 In the event of withdrawal, the user and the customer are both obliged to return the services that they have received from each other. In the event of his withdrawal, the customer must compensate the user for expenditure incurred as a result of the agreement and for damage to the object after delivery, if it has been incurred through the fault of the customer or for other reasons that the customer is responsible for. In the case the object is left for continued use, the value of the object must be reimbursed, whilst depreciation of the object must be taken into account.

## III. Common Stipulations for Services, Repairs and Sales

### 1. Liability

- 1.1 The user is liable without limitation for personal injuries, as stipulated by law. The same applies to miscellaneous damages that have been incurred by the customer as the result of willful or grossly negligent violation of duties by the user, his legal representative or his fulfilment agent. The user is also liable for damages that are typical for the agreement, which the customer may incur as the result of infraction of a significant contractual obligation by the user, his legal representative or his fulfilment agent, if he has merely been slightly negligent. In that case, the liability of the user is limited to the foreseeable damages that are typical for the agreement, plus consequential damages, to a maximum of double the value of the purchased object (purchase agreement) respectively the subject matter of the order (work agreement, work and materials agreement). A significant contractual obligation within the meaning referred to above is one that is essential for being able to properly implement the agreement to begin with and in that the party to the agreement does and may normally rely upon to be complied with ("cardinal obligations"). Other than that, liability of the user for slight negligence is excluded. Therefore, the user is also particularly not liable for damages that occur as the result of the slightly negligent violation of ancillary duties that are not "cardinal obligations", by the user, his legal representative or his fulfilment agent or as the result of delays in performance of the user, his legal representative or his fulfilment agent.
- 1.2 The exclusions from or limitations on liability do not apply if the user has fraudulently kept quiet about a deficiency or if he has guaranteed the quality of the sold respectively manufactured object or of the object to be repaired.

### 2. Reservation of title

The user only makes repairs and/or sales on the basis of reservation of title that is elaborated upon, below:

- 2.1 The user retains title of ownership to the supplied goods until all receivables emanating from the contractual relationship have been paid in full. The customer has the right of on-selling the goods within the ordinary course of business. For that case, the customer does already now cede all claims for payment that he has against his customers, by way of surety, to the user, who accepts.

The reservation of title will also survive in respect of all claims that the user acquires subsequently against the customer in conjunction with the purchased object, for example on account of repairs, deliveries of spare parts or other rendered services. The latter does not apply if the user causes unreasonable delays in the repair work or if the repair work fails. The user has the right of taking the purchased matter back if the customer acts in violation of the agreement, in particular does not honour his obligations emanating from the reservation of title or if he defaults on payments. The costs of taking the goods back are for account of the customer.
- 2.2 If the customer is a dealer/reseller, he will have the right of on-selling the goods under reservation of title, within the normal course of business. The customer does already now cede to the user the receivables of the buyer emanating from on-selling the goods under reservation of title, plus all ancillary rights, in the final amount as agreed on the invoice (including value-added tax). That cession, which the user already now accepts, applies independently from whether the purchase object has been on-sold without or with further processing. The customer remains entitled to collecting the receivables, also after they have been ceded. The right of the user of collecting the receivables himself is not affected. However, the user will not himself collect the receivables for as long as the customer honours his payment obligations emanating from the secured proceeds, no event of default occurs and, particularly, does not request the instigation of bankruptcy proceedings and payments are not suspended.

### 3. Prices and payment conditions

- 3.1 End prices are ex-factory of the user, plus the relevant prevailing legal value-added tax.
- 3.2 All invoice amounts must be paid in full, in one amount, within 10 days from invoice date. Subject to the consent of the customer, invoices may be raised electronically, via email. In case invoices are raised electronically, the "General Terms and Conditions (GTC) for Dispatching the Invoice via Email" of the user apply, in the relevant prevailing version, which will be made available to the customer upon request. If the customer is a consumer within the meaning of Article 13, Civil Code, he will receive a copy of the GTC mentioned above without asking for it.
- 3.3 Payment in instalments is only possible, if it has been agreed in advance, in writing.
- 3.4 For services that are not part of the order or do not agree with the service description, the customer may request a subsequent offer or one may be issued by the user. If that is not done, the services are charged and a time-and-effort basis. In respect of providing proof of temporary work, Article 15, Paragraph 5, VOB/B, applies to the rendering of building services.

### 4. Jurisdiction

If the customer is a merchant, a public legal person or a public fund, jurisdiction for hearing all disputes emanating from the contractual relationship, including in relation to bills of exchange and cheques, is vested in the courts of the statutory seat of the user. However, the user also has the right of instigating proceedings before the courts in the location of the statutory seat of the customer.

### 5. VOB/B and VOB/C stipulations

In accordance with the stipulations mentioned above, the VOB/B applies as a whole to the rendering of building services. The stipulations of the VOB/B and VOB/C will be made available to the customer, upon his request. If the customer is a consumer within the meaning of Article 13, Civil Code, he will receive a copy of the VOB/B and VOB/C without asking for it.

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