



I. GENERAL INFORMATION

1. Exclusive validity

These Terms and Conditions of Business and Delivery only apply if the contract partner is a commercial entity (§ 14 BGB (German Civil Code)), a legal entity under public law or a special fund under public law. All our deliveries, services and offers are based on these Terms and Conditions of Business and Delivery, even if no separate agreement has been reached. Any of the customer's conditions of purchase are hereby rejected; they shall place us under no obligations, even if we do not expressly reject them in individual cases.

2. Offers

Offers are subject to change and are not binding, unless they have been explicitly defined as binding. Information, drawings, pictures, DIN standards, technical data, qualities, colour information, weight, measures and work specifications included in brochures, catalogues, circulars, advertisements, price lists, samples, models or documents which are part of our offer are not binding unless expressly defined as binding in the order confirmation or exact compliance is required in order to use the product or service for the intended purpose. They do not represent guaranteed characteristics, rather they serve to describe or identify the delivery or service. We retain the ownership of, and copyright for, these documents. They may not be reproduced or made accessible to third parties without our express consent. Drawings and, in particular, static documents must be returned on request and any copies must be destroyed.

3. The contract

The customer order is deemed to be a binding offer. This contractual offer may be accepted within three weeks of receipt, unless otherwise specified in the order. The acceptance may either take place in writing (e.g. order confirmation) or by delivery. If the acceptance takes place in writing, only the written contract shall be applicable together with these Conditions and Terms of Business and Delivery. If the acceptance takes place by delivery, only the order and these Terms and Conditions of Business and Delivery shall apply. Individual agreements reached in certain circumstances shall always take precedence over these Terms and Conditions of Business and Delivery. A written contract and our written confirmation shall be binding with respect to the content of these agreements. Customary trade deviations and deviations that are the result of legal provisions or that represent technical improvements as well as the substitution of components by equivalent parts are permitted, unless they impair the ability to use the product for the contractual purpose.

4. Delivery periods and delivery

Delivery and service deadlines specified by us are only approximations, unless a set deadline has been expressly agreed. We are not liable for failed deliveries or for delays in delivery if this is caused by force majeure or other events that were not foreseeable at the time the contract was concluded (e.g. any type of business disruptions, strikes, material defects, damage to machinery, power failures, delayed or insufficient rail freight, incorrect or delayed delivery by suppliers) and for which we are not responsible. We are entitled to withdraw from the contract if these kinds of events seriously complicate the delivery or service, or make it impossible, and the impairment is not just temporary. In the case of temporary obstacles, the delivery and service deadlines shall be extended by the period of the impairment plus an appropriate grace period. Regardless of our rights resulting from customer defaults, we may request that the customer extend the delivery and service deadlines or delay the delivery and service deadlines by the period (always with an additional grace period) for which the customer can no longer meet their contractual obligations. We are entitled to provide partial deliveries, if the partial delivery can be used for the customer's contractual purpose, the delivery of the remaining goods is ensured and no significant additional expense or additional costs arise for the customer as a result. The commencement of our default on delivery shall be determined according to the statutory provisions. However, a written reminder must be provided by the customer in each case. If we default on delivery or if a service or delivery becomes impossible, for whatever reason, our liability for compensation is limited in accordance with Section 6 of these Terms and Conditions of Business and Delivery. Deliveries take place ex factory, which is also the place of fulfilment, unless otherwise specified. The goods may be sent to another location at the request of and cost to the customer. If shipping has been agreed, the delivery deadlines shall relate to the time of transfer to the freight forwarder or any other person or establishment assigned to perform the delivery. Unless otherwise agreed, we shall be entitled to determine the type of shipment. The risk of the accidental loss and the accidental deterioration of the goods shall transfer to the customer no later than on delivery to the customer. If the event that the goods are shipped, the risk of accidental loss and accidental deterioration shall transfer when the goods are delivered to the freight forwarder or any other person or establishment assigned to perform the delivery. If an acceptance is agreed, this shall be decisive for the transfer of risk. The transfer or acceptance shall be deemed to have been effected if the customer delays their acceptance. If the customer delays their acceptance, fails to cooperate or if our delivery is delayed for other reasons for which the customer is responsible, we shall be entitled to request compensation for any losses that arise, including additional expenses (e.g. storage costs). We shall charge a flat-rate compensation amount of 0.5% of the agreed gross price for every month, starting from the delivery deadline or the notification that the goods are ready to be shipped. However, this shall be limited to a maximum of 5%. The assertion and verification of additional or lower storage costs and compensation claims remain reserved; however, the flat rate shall be charged against any additional monetary claims. In the case of shipment, the delivery shall take place to the agreed destination at risk to the customer. Deliveries free house, warehouse or site means delivery without unloading and are subject to there being an access road passable with a heavy goods vehicle. If the delivery vehicle leaves the passable access road on the instructions of the customer, the customer shall be liable for any resulting damages. Correct unloading must be carried out immediately by the customer. Any waiting times shall be charged to the customer. The customer shall bear any transport costs from the warehouse if the goods are shipped. We shall only insure the shipment against insurable risks at the express request and at cost to the customer.





5. General terms of payment

The prices stated are ex factory and plus packaging, statutory value added tax and customs, fees and other public levies for export deliveries. Offsetting with customer counter-claims or withholding payments due to such claims is only permitted if the counter-claims are undisputed or are legally binding. Customer creditworthiness is a prerequisite to orders being accepted. If, after concluding the contract, it becomes apparent that our claim is threatened by the customer's lack of solvency (e.g. due to an application to commence insolvency proceedings), we shall be entitled to only perform or execute any outstanding deliveries and services against prepayment or the provision of security, or to request the withdrawal from the contract in accordance with the statutory provisions regarding the refusal of service and performance (§ 321 BGB), after setting an appropriate deadline if applicable. We are entitled to withdraw immediately in the case of contracts regarding the manufacture of specific items (one-off production); the statutory regulations regarding the dispensability of setting a deadline shall remain unaffected. Discounts shall only be granted if the customer account has no other invoiced amounts due for payment. The receipt of the payment in our business account is decisive for the date of payment. If leasing is agreed, we and the leasing company must first give our written consent before this agreement can take effect. The customer shall enter into default on expiration of the above-mentioned terms of payment. The statutory interest rate shall be charged on any outstanding amounts during the period of default, regardless of our right to claim additional default damages. Our claim for commercial default interest shall remain unaffected with respect to businesspeople (§ 353 HGB (German Commercial Code)).

6. Liability and compensation

Our liability for compensation is limited in accordance with this Section 6, regardless of the legal basis and in particular for impossibility, default, defective or incorrect delivery, breach of contract, breach of duties in contractual negotiations and tort, if this results in culpability. We are not liable in the case of simple negligence by our agents, legal representatives, employees or other vicarious agents, unless this relates to an infringement of an essential contractual obligation. Essential contractual obligations include on-time delivery and the assembly of the delivery item (if required), its freedom from defects that significantly impair the item's functionality or fitness for purpose, as well as consultation and protection obligations and our duty of care in order to allow the customer to use the delivery item in line with the contract or to protect the life and health of the customer's personnel or their property against serious damage. If we are liable for compensation, this liability shall be limited to compensation that we anticipated as a possible consequence of a breach of contract on conclusion of the contract or that we should have anticipated if we had exercised due care and attention. Indirect losses and consequential losses resulting from defects to the delivery item shall only be liable for compensation if this damage is typically expected in the event of the intended use of the delivery item. The above exclusions and limitations of liability also apply for our agents, legal representatives, employees and vicarious agents. If we provide technical information or provide advice and this information or advice is not part of the contractually agreed scope of service, this takes place free of charge and excludes any liability. The limitations in this Section 6 do not apply for our liability as a result of wilful conduct, for guaranteed characteristics, as a result of death, injury or damage to health or in accordance with the product liability act.

II. TERMS AND CONDITIONS OF PURCHASE

7. Purchasing terms of payment

Unless a deviating agreement has been reached, invoice amounts of 50% of the agreed price must be paid at least 6 weeks before the specified delivery date, while the remaining amount must be paid at least 1 week prior to delivery. With cash sales, the purchase price is payable as soon as the goods are received, without deduction. An agreement is required for sales against terms of payment; in this case, invoices are payable 10 days after the invoice date without deduction. Deductions may only be applied to the value of the goods excluding freight costs.

8. Retention of title

We retain the title to the goods delivered until we have received full payment on all our outstanding accounts occurring in the business relationship with the customer, regardless of the legal grounds. The customer shall store the delivered goods for us free of charge for this period. Placing individual receivables in one collective invoice and balancing and approval thereof will not affect the retention of title. The customer is entitled to process and sell the goods delivered by us in the normal course of business, until enforcement of the retention of title. Pledging and assignment as security are not permitted. The customer must immediately notify us if and to the extent that goods belonging to us are released to third parties. If the customer breaches the terms of contract, in particular in the event of non-payment of the purchase price, we are entitled to withdraw from the contract in accordance with the statutory provisions and/or demand the return of the goods based on the retention of title. The demand for the surrender of goods does not necessarily result in a withdrawal; rather, we are entitled to solely demand the return of the goods and reserve the right of withdrawal. If the customer does not pay the invoice amounts due, we may only assert these rights if we have previously given the customer an appropriate grace period, which has expired unsuccessfully, or if this type of grace period is not required according to the statutory provisions. The customer hereby assigns the total amount of the receivables from the resale of goods we have delivered, or the amount in line with our share of co-ownership, together with all ancillary rights and rights to alter the legal relationship. We accept said assignment with immediate effect. The same applies for receivables that take the place of the delivered goods or that otherwise arise with regard to the delivered goods, such as insurance claims or claims resulting from improper handling in the event of loss or destruction. The customer is entitled and obliged, subject to revocation, to collect the assigned receivables in cooperation with us. We shall ensure that we do not collect any receivables as long as the customer is able to meet their obligations towards us, they do not default on payment, no application is made to commence insolvency proceedings and no other unfavourable financial circumstances are present. However, if this is the case, we may request that the customer notifies us of the assigned receivable and their debtor, provides all of the information required for collection, submits all the associated documents and notifies the third party of the assignment. If the goods subject to retention of title are manufactured into a new movable item by the





customer, this conversion is carried out on our behalf and for our account as the manufacturer without being placed under any obligations; the new item becomes our property. When goods that do not belong to us are being converted, we shall gain co-ownership of the new item according to the ratio of the value of the goods subject to the retention of title to the other goods at the time of the conversion. If goods subject to retention of title are combined or mixed with goods that do not belong to us pursuant to §§ 947 and 948 of the BGB (German Civil Code), we shall become a co-owner in line with the relevant legal provisions. If the event that no such acquisition of ownership occurs in accordance with the above provisions, the customer hereby assigns their future ownership or co-ownership of the newly created item to us as security (in proportion to the value of the delivered goods to the other goods at the time of the connection or mixing). In all other cases, the same applies for the created product as is the case for goods delivered under the retention of title. Should the goods subject to retention of title be installed as a fixture in a third party's property by the customer, the customer hereby assigns any and all resulting claims for compensation in the amount of the value of the goods subject to the retention of title, including all ancillary rights such as the right to grant a debt-securing mortgage, with priority over the rest; we hereby accept the assignment. Should the goods subject to retention of title be installed as a fixture in the customer's property by the customer, the customer hereby assigns the receivables arising from the commercial sale of the property or the real estate property rights, amounting to the value of the goods subject to retention of title together with all ancillary rights, with priority over other charges; we hereby accept the assignment. If the realisable value of the securities exceed our receivables by more than 20%, we shall release securities at our discretion and at the customer's request.

9. Defects and warranty

The delivered goods must be carefully inspected immediately after delivery to the customer or the third party specified by the customer. The delivery is deemed to be approved by the customer with regard to obvious defects or other defects that would have been detected by an immediate and careful inspection if we have not received a written notice of defects within 7 working days of delivery. Regarding other defects, the delivery items are deemed to be accepted if we do not receive the notice of defects within 7 working days after the time at which the defect was detected; however, if the defect was detected by the customer at an earlier date, this earlier date shall apply for the start of the defect notice period. We must be immediately notified of any transport damage and product losses and this must be documented on the consignment note provided by the freight forwarder or other person or establishment assigned to perform the delivery. A delivery item for which a complaint has been raised must be returned to us carriage paid at our request. In the event of a justified notice of defect, we shall reimburse the costs of the most cost-effective shipping method; this does not apply if the costs increase due to the fact that the delivery item is located at a site other than the location specified for its intended use. In the event of material defects to the delivered items, we are initially obliged and entitled to repair the items or provide a replacement delivery at our discretion. Our right to refuse any subsequent fulfilment based on the legal provisions remains reserved. In the event of failure, i.e. subsequent fulfilment is impossible, unreasonable, refused or there is an undue delay, the customer may withdraw from the contract or reduce the purchase price by an appropriate amount. However, no right of withdrawal exists for insignificant defects. If we are to blame for a defect, the customer may request compensation in line with the provisions specified under Section 6. The warranty is cancelled if the customer changes the delivery item, or allows third parties to change the delivery item, without our consent which seriously complicates the removal of the defect or makes it impossible or unreasonable. In each case, the customer must bear the additional costs of the removal of the defect that arise as a result of the change. Any used items that are delivered in individual cases in agreement with the customer take place under the exclusion of any warranty for material defects.

III. TERMS AND CONDITIONS OF LEASE

10. Lease payment terms

The lease must be paid in advance by no later than the 3rd working day of the current month, unless another agreement has been reached. If the lease contract is cancelled before the intended transfer date for reasons for which the customer is responsible (e.g. as a result of withdrawal), the customer must pay a flat-rate compensation amount of 20% of the total lease up to 60 days prior to the agreed transfer date, a flat-rate compensation amount of 40% of the total lease up to 30 days prior to the agreed transfer date and a flat-rate compensation amount of 75% after 29 days prior to the agreed transfer amount. The assertion and verification of additional or lower storage costs and compensation claims remain reserved; however, the flat rate shall be charged against any additional monetary claims.

11. Liability

The customer is liable for all changes, which are not permitted without our consent, and for all losses resulting from the damage, destruction and improper use of the leased item. In the case of a contract term that exceeds two months, the customer shall bear the costs of maintaining and repairing the leased item up to half the net monthly lease amount for each individual case and 10% of the net annual lease amount for each twelve month lease period from the date of delivery. This also applies if these activities are required as a result of the intended use of the leased item. The customer shall bear the subsoil risks. Customer compensation and reimbursement claims for unnecessary expenditure only apply in accordance with Section 6.

12. Subleasing

Any subleasing or other transfer of use to third parties requires our prior written consent. In any case of a transfer of use, the customer hereby assigns all claims against the user from the transfer agreement to us; we hereby accept this assignment. As soon as the customer defaults on payment, we are entitled to inform the customer's subtenant of the assignment and collect the receivables ourselves. In the event of an unauthorised transfer of use, we are entitled to inform the subtenant of the assignment. In this case, the customer is also obliged to provide all the information and documents necessary to enforce the assigned claims.





13. Term of lease

The term of the lease begins on the day of delivery, unless otherwise agreed and at the time from which the customer can use the hall as intended, if assembly is also required. If completion is delayed for reasons for which the customer is responsible, the term of the lease shall commence from delivery. Inspection defects that only have an insignificant impact on the intended use shall not suspend the start date. Unless otherwise agreed, the notice period for an indefinite lease agreement is one month at the end of the calendar month. The right to extraordinary termination remains unaffected.

IV. TERMS AND CONDITIONS OF ASSEMBLY

14. Assembly costs

The assembly shall be charged on a time basis, unless a flat-rate has been expressly agreed. The agreed price excludes statutory value added tax. The agreed assembly price does not apply for structural changes after the conclusion of the contract, for deviations from the submitted documents, for uneven terrain and if delays occur because the customer's premises have not been/are not completely prepared. Any waiting periods, all auxiliary materials not included in our scope of delivery, all necessary bricklaying and cutting activities and the laying of installation cables are not included in the assembly price. The customer is liable for the resulting additional expenses.

15. Technical customer assistance

The customer is obliged to provide technical assistance at their expense, especially the provision of appropriate assistants, the removal of residual material, grouting the base plate (if required), execution of all earth, construction and support work including the procurement of all the necessary construction materials, the provision of all the necessary devices and heavy tools (e.g. lifting equipment, compressors) and the necessary equipment and materials (e.g. scaffolding timber, wedges, underlays, cement, plaster and sealant, lubricant, fuels, rope and belts) and the provision of heating, lighting, power and water, including the necessary connections. The customer must ensure that the access paths to the set-up area can be accessed by a 40 tonne truck-mounted crane, that a traversable reinforcement strip of at least 2.50m is provided around the set-up area and that sufficient unloading and interim storage space is available. The customer must obtain approvals in accordance with the local building regulations at their expense.

16. Assembly period and acceptance

The assembly period has been complied with if the hall is ready for acceptance by the customer on expiration of the period. The customer is obliged to accept the assembly as soon as they have been notified of completion and the hall can be used as intended. If the assembly has not taken place in accordance with the contract, we shall be obliged to rectify any defects. This does not apply if the defects are insignificant for the customer's interests or they are based on a circumstance for which the customer is responsible. The customer may not refuse acceptance if an insignificant defect is present. If the acceptance is delayed through no fault of our own, the acceptance shall be deemed to have taken place on expiration of two weeks from the notification of completion of the assembly. We shall no longer be liable for apparent defects after acceptance, unless the customer has reserved the right to claim a certain defect.

17. Notice of defects

The customer's rights are limited to the right to request subsequent fulfilment in accordance with § 635 BGB. The customer expressly reserves the right to reduce the remuneration or withdraw from the contract, at their discretion, if the subsequent fulfilment fails. The customer must immediately announce any defects that are detected. We are not liable for insignificant defects for the customer's interests or if they are based on a circumstance for which we are not responsible. Other claims shall be exclusively determined according to Section 6.

V. FINAL PROVISIONS

18. Limitation period

The general limitation period for all customer claims is one year after delivery. The limitation period commences on acceptance, if an acceptance has been agreed. The limitations in the above sentence 1 do not apply for our liability due to wilful conduct, for guaranteed characteristics, as a result of death, injury or damage to health or in accordance with the product liability act.

19. Severability clause

Should one provision of these Terms and Conditions of Business and Delivery, or one provision within the framework of other agreements, be or become invalid, this shall not affect the validity of the remaining provisions or agreements.

20. Governing law and place of jurisdiction

The relationships between us and the customer are subject exclusively to the law of the Federal Republic of Germany to the exclusion of international uniform law, especially the UN Convention on Contracts for the International Sale of Goods. The preconditions and effects of the retention of title according to Section 8 are subject to the law of the relevant location of the item, provided that this states that the choice of German law is invalid or ineffective. The exclusive (including international) place of jurisdiction for all disputes arising directly or indirectly from the contractual relationship is our registered office in Kefenrod/Hessen. However, we are entitled to institute legal proceedings at the customer's general place of jurisdiction.

