

# Terms and Conditions

## General terms and conditions for deliveries and services of CELO Befestigungssysteme GmbH (last updated: April 2018)

### I. General information

1. We conclude contracts and repeat orders only on the basis of the following General Terms and Conditions (GTCs), unless otherwise agreed upon in writing and/or acknowledged by us in writing.
2. These GTCs apply to entrepreneurs, legal entities under public law or special funds under public law.
3. Our terms and conditions become part of the contract upon receipt of our order confirmation.
4. Any terms and conditions of the purchaser that conflict with or deviate from our GTCs shall not be binding for us, even if we have not expressly objected to them or have made the delivery without objecting to any contrary terms and conditions.
5. Our GTCs shall also apply if we carry out the delivery to the purchaser without reservation in the knowledge that the purchaser's GTCs are contrary to or deviate from our own.

### II. Subject of the contract

1. The subject matter of the contract is solely the delivery of the goods or service defined in the order confirmation. Amendments, supplements and ancillary agreements are only legally binding if confirmed by us in writing.
2. As a matter of principle, only the features listed in the order confirmation shall be deemed to be agreed.
3. Drawings, illustrations, dimensions or other technical data are only binding if they have been expressly agreed in writing.

### III. Offers, conclusion of the contract and services

1. We are authorised to accept the order by sending an order confirmation within 10 working days.
2. Our offers, including those made on our behalf, are subject to change and are non-binding. Orders shall only be deemed accepted when we have confirmed them in writing (order confirmation).
3. Should our order confirmation contain typographical errors or misprints or should the price determination be based on technically related transmission errors, we shall be entitled to contest the order. Payments already made shall be refunded to the purchaser without delay.
4. Agreements made between us and the purchaser upon conclusion of the contract as well as amendments or additions to the contract shall be made in writing in order to be effective.
5. We reserve the right to make changes to the subject matter of the contract in the interest of technical progress, even after the order confirmation has been issued, provided that this does not affect its price, delivery time, usability or function.

### IV. Delivery, transfer of risk

1. Compliance with our delivery obligation requires the timely and correct fulfilment of the purchaser's obligations. We reserve the right to claim non-performance of the contract.
2. Within the scope of the obligation concerning us in accordance with the Packaging Ordinance [Verpackungsverordnung], we take back transport packaging and sales packaging; the packaging can be returned to us for disposal. We do not assume any further disposal services, including any cost-related participation in this.
3. Delivery dates stated in the order confirmation are non-binding unless otherwise expressly agreed in writing.
4. We shall be deemed to have complied with the delivery period if we have notified the purchaser of the completion and readiness for collection of the goods by the expiry of the delivery period, unless a debt to be discharged at the place of delivery or a debt to be discharged at the place of performance has been agreed as an exception.
5. We are entitled to make partial deliveries to a reasonable extent.
6. If the goods are shipped to the purchaser or to a place of delivery designated by the purchaser at the purchaser's request, the risk of accidental loss or accidental deterioration of the goods shall pass to the purchaser when the goods are handed over to the forwarding agent, the carrier or any other person or institution designated to carry out the shipment. This applies irrespective of whether the goods are dispatched from the place of performance and who bears the freight costs.
7. Delivery shall be made subject to correct and timely delivery to us by our suppliers. This only applies in the event that we are not responsible for the non-delivery. In this case, we shall inform the purchaser immediately in writing about the non-availability of the service and refund any purchase price already paid without delay.

8. Operational disruptions, shortages of energy or raw materials, traffic disruptions, insofar as such events were not foreseeable, as well as strikes, being locked out, official decrees and cases of force majeure shall release the party affected thereby from the obligation to deliver or accept for the duration of the disruption and to the extent of its effect. If delivery or acceptance is delayed by more than one month as a result, each party shall be entitled to withdraw from the contract with regard to the quantity affected by the disruption in delivery or acceptance.

### V. Prices, terms of payment, offsetting

1. Unless otherwise agreed in writing, prices are ex works, without outer packaging, transport packaging and without the applicable value added tax. Any costs for shipping, customs clearance and other costs shall be invoiced separately.
2. In the case of contracts that provide for our delivery or service only for a period that is longer than four months after the conclusion of the contract, we reserve the right to change our prices accordingly if cost reductions or cost increases occur after the conclusion of the contract, in particular due to collective wage agreements or material price changes. On request, we shall provide evidence of these to the purchaser.
3. Our invoices are due for payment 10 days after the invoice date. We reserve the right to make deliveries only against advance payment.
4. Bills of exchange and checks are only accepted on account of performance. Bank, discount and collection charges shall be borne by the purchaser. We do not assume any obligation or liability for timely recourse to the protest of bills of exchange and checks.
5. If the contractual payment date is exceeded, the purchaser shall be in default.
6. In the event of default of payment by the purchaser, default interest to the amount of 9% above the base interest rate shall be paid. Additionally, the purchaser shall pay a fixed rate of EUR 40 in the event of default (cf. sec. 288 (5) of the German Civil Code [Bürgerliches Gesetzbuch, BGB]). If we are able to prove a higher damage caused by default, we are entitled to claim it.
7. If a deterioration of the purchaser's assets occurs after conclusion of the contract, or if a deterioration of the purchaser's assets already existing before conclusion of the contract only becomes known after the conclusion of the contract, the purchaser shall be obliged, at our request and at our discretion, either
  - a) to pay for the delivery step by step or
  - b) to provide security in the amount of the purchase price within one week of receipt of our request before delivery.
8. The purchaser is only entitled to offset if his counterclaims have been legally established, are undisputed or have been recognised by us.
9. The purchaser shall only be permitted to assert a right of retention if his counterclaim is based on the same contractual relationship.

### VI. Retention of ownership

1. We reserve the right of ownership of the delivered goods as security for all claims to which we are entitled against the purchaser under the business relationship. The retention of ownership also extends to the products delivered within the scope of an exchange. In the event that the purchaser acts in breach of contract, in particular in the event of default of payment, we shall be entitled to retrieve the goods. The retrieval of the goods means a withdrawal from the contract. After retrieving the goods, we shall be entitled to sell them. The proceeds of the sale shall be credited against the purchaser's liabilities, minus the processing costs.
2. Our ownership extends to the new products created through processing the reserved goods. The processing shall be carried out for us as a manufacturer. In the event of processing, combining or mixing with items not belonging to us, we shall acquire co-ownership in the ratio of the invoice value of the reserved goods to the invoice values of the other materials.
3. The purchaser hereby assigns to us all claims arising from the sale of goods subject to retention of title, including bills of exchange and checks, as security for the respective claims pursuant to para. 1. We accept this assignment as of now. In the event of the sale of goods in which we have co-ownership, the assignment shall be limited to the share of the claim corresponding to our co-ownership share.
4. As long as the purchaser is willing and able to duly meet his obligations towards us, he may dispose of the goods owned or co-owned by us in the ordinary course of business and collect the claim assigned to us himself. We undertake not to collect the claim as long as the purchaser meets his payment obligations from the proceeds received, is not in default of payment and, in particular, has not filed for insolvency proceedings or suspended payments. If this is the case, we can demand

that the purchaser informs us of the assigned claims and their debtors, provides all information necessary for collection, hands over the relevant documents and informs the debtors of the assignment.

5. The purchaser is obliged to reject any exclusion of assignments requested by his customer when reselling the goods. We are entitled to notify the purchaser's customer of our ownership and the assignment.
6. The purchaser is not permitted to transfer ownership by way of security, pledge or assigning receivables, including by way of sale of receivables.
7. If the value of the securities exceeds the claims by a total of more than 20%, we shall be obliged to release securities of our choice at the purchaser's request

#### VII. Warranty

1. The goods shall correspond to the respective state of the art, unless otherwise agreed in writing. We reserve the right to make changes to the construction or design that do not affect the functionality or value of the ordered item and do not constitute a defect. The same applies to manufacturing-related dimensional tolerances.
2. The purchaser must inspect the goods immediately upon receipt and check whether they are complete and correspond to the contractually agreed condition and are suitable for the intended use.
3. We shall be notified in writing without delay, and no later than one week after receipt of the goods, about complaints due to incorrect or incomplete deliveries or due to other defects. If hidden defects occur later, we shall be notified about them in the same form and within the same period but calculated from the time of the discovery of the defect.
4. Complaints due to hidden defects are only admissible until the expiry of two years after receipt of the goods.
5. The defects corresponding to a complaint shall be specifically described. After the expiry of the deadline according to item 3, the goods shall be deemed approved and the purchaser shall not be entitled to any rights whatsoever.
6. In case of a consignment that is already externally damaged, the purchaser is obliged to immediately assert any claim for damages in writing to the carrier and to immediately inform us thereof in writing.
7. Insofar as the goods are defective, the purchaser shall be entitled, at his discretion and after setting a reasonable deadline, to demand a subsequent service in the form of rectification of the defect or delivery of a defect-free item. If the subsequent service within the meaning of sec. 440 p. 2 of the German Civil Code fails, the purchaser shall be entitled, according to his choice, to withdraw from the contract or to reduce the purchase price. This shall also apply if we seriously and finally refuse subsequent performance. If there is only an insignificant defect, the purchaser shall only be entitled to a reduction of the purchase price.
8. Except in cases of intent, gross negligence and personal injury, warranty claims in respect of all products supplied by us shall become statute-barred within one year, unless otherwise agreed in writing. The period shall commence on the date specified in sec. 199 of the German Civil Code. It shall expire at the latest on the expiry of the period specified in sec. 199 para. 3 and 4 of the German Civil Code.
9. Warranty claims shall not exist in the case of mere insignificant impairment of the usability, in the case of natural wear and tear and damage that occurs after the transfer of risk as a result of incorrect or negligent use, excessive stress, defective assembly or due to special external influences that are not assumed under the contract. Furthermore, material defects shall not exist if the purchaser has not complied with the instructions for handling, maintenance, inspection and care of the goods, in particular those contained in the operating instructions.
10. If the purchaser or a third party carries out improper repair work or changes to the goods, there shall also be no warranty claims for these and the resulting consequences.
11. In the event of fraudulent concealment of a defect or in the event of the assumption of a guarantee for the quality of the goods at the time of the transfer of risk within the meaning of sec. 444 of the German Civil Code, the rights of the purchaser shall be governed exclusively by the statutory provisions.
12. Unless mandatory statutory provisions exist, the warranty shall be provided only for the customer and not for the purchaser's customers. We do not provide warranty for the suitability for a particular purpose or the marketability of the respective object of purchase.
13. All further claims, in particular for loss of profit and consequential harm caused by a defect, are excluded unless they were typical for the contract and foreseeable.
14. If the purchaser demands a warranty from us and it later transpires that we are under no obligation in this respect, the purchaser shall bear all reasonable expenses incurred by us in this connection.

15. The above warranty rights shall expire 12 months after delivery. This does not apply in cases of intent, gross negligence, an existing guarantee, or the fraudulent concealment of a defect.

#### VIII. Liability

1. All claims for damages by the purchaser against us are excluded, regardless of the legal grounds, unless we or our vicarious agents have acted with intent or gross negligence or have breached material contractual obligations through slight negligence. Material contractual obligations are obligations which protect the legal positions of the contractual partner which are material to the contract and which the contract is intended to grant to the contractual partner in accordance with its content and purpose. Furthermore, essential obligations are those obligations whose fulfilment makes the proper execution of the contract possible and upon whose compliance the contractual partner has relied and was entitled to rely.
2. In particular, the purchaser shall also have no claim to compensation in the event of non-delivery or delayed delivery, even if a period of grace has been set and this has elapsed.
3. In the event of gross negligence or a slightly negligent breach of a material contractual obligation, damages shall be limited to the typical and foreseeable damage.
4. Liability for damage not occurring to the subject matter of the contract is excluded except in cases of intent and gross negligence.
5. Liability for culpable injury to life, limb or health shall remain unaffected; this shall also apply to mandatory liability under the Product Liability Act [Produkthaftungsgesetz] or in the event of the assumption of a warranty.
6. Insofar as our liability is excluded or limited, this shall also apply to the personal liability of our employees, workers, staff, representatives and vicarious agents.
7. A limitation period of one year shall apply to all claims for damages or compensation for futile expenses in the case of contractual and non-contractual liability asserted against the vendor - except in cases of intent, gross negligence or personal injury. The period shall commence at the point in time specified in sec. 199 of the German Civil Code. It shall commence, at the latest, upon expiry of the maximum periods specified in sec. 199 (3) and (4) of the German Civil Code. The statutory limitation period shall apply to claims for damages under the Product Liability Act.

#### IX. Final provisions

1. German law shall apply with the exclusion of the UN Convention on Contracts for the International Sale of Goods [UN-Kaufrecht] unless otherwise agreed in writing.
2. The contract language is German.
3. Place of performance is 86551 Aichach, Germany.
4. The exclusive place of jurisdiction for all disputes arising from this contract - including actions on checks and bills of exchange - is Augsburg. If the purchaser has no general place of jurisdiction in Germany or another EU member state, the exclusive place of jurisdiction for all disputes arising from this contract shall be our place of business.
5. The contract text shall not be stored.
6. Should one or more of these terms and conditions be or become wholly or partially invalid, incomplete or in need of supplementation, this shall not affect the validity of the remaining clauses.
7. In this case, the parties undertake to agree on a provision that comes as close as possible to what was economically intended. Gaps in the provisions shall be dealt with in the same way.

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