

PROTEKTOR – GENERAL SALES TERMS AND CONDITIONS

Section 1 General - Scope

(1) Our terms of sale shall apply exclusively. We shall not acknowledge adverse conditions or a customer's sales terms if they deviate from ours unless we have approved their validity in writing.

Our terms of sale shall also apply if we execute a customer's order without reservation while being aware of adverse conditions or a customer's sales terms deviating from ours.

(2) Any agreements made between us and the customer regarding the fulfilment of the contract shall be made in writing in this contract. The product information in the individual catalogues shall also apply.

(3) Our terms of sale shall apply only to companies in accordance with Section 310 Paragraph 1 of the German Civil Code.

Section 2 Quotation - Quotation documents

(1) If the order is to be considered a quotation according to Section 145 of the German Civil Code, we shall accept this within two weeks by means of a written order confirmation.

(2) The minimum order value shall be 30.00 EUR. For orders under 100.00 EUR, we shall charge a small volume purchase fee of 16.00 EUR.

(3) Fixed lengths for plaster and facade profiles are possible on request

(4) Orders of single profiles (less than a standard package) are possible for a small range of products. The list of products is available on request. For every opened standard package we shall charge a packaging surcharge of 10.00 EUR. For plastic profiles in custom colors (minimum order quantity 100 kg) we shall charge a color surcharge of 30 %.

(5) Dry wall profiles shall always be delivered in full packaging units - PU - only (e.g. package, carton).

(6) Images and drawings as well as information about weights, quantities or dimensions shall generally be considered only approximate values unless they are labelled as binding in particular individual cases.

(7) We reserve property rights and copyrights for images, drawings, calculations and other documents. This shall also be applied to documents received in writing that are labelled „confidential“. The customer shall obtain our written permission before distribution to third parties.

(8) Models and tools manufactured by order of the customer shall remain our property even if the customer has paid for them in part or in full.

Section 3 Prices - Payment terms

(1) Unless indicated differently in the order confirmation, our prices shall be „ex works“.

(2) Our prices do not include value-added tax. The applicable value-added tax shall be indicated as a separate item on the invoice at the time of billing.

(3) Unless indicated differently in the order confirmation, the purchase price shall be due net (without deduction) within 30 days from the date of invoice. For payment within 14 days, we shall grant a 2 % discount. The legal regulations shall apply pertaining to the consequences of default in payment.

(4) A customer shall be entitled to offset if his counterclaim has been legally established, undisputed or acknowledged by us. He shall, furthermore, be entitled to exercise a right of retention insofar as his counterclaim is based on the same contractual relationship.

Section 4 Delivery time

(1) The delivery time indicated by us shall be based on the assumption that all technical questions have been cleared in advanced and may be exceeded by up to two weeks (or up to three weeks for custom orders) unless an explicit agreement for a fixed date has been made.

(2) Compliance with our delivery obligation is conditional upon the in-time and due and proper fulfilment of the customer's obligations. We reserve the right to defend against non-fulfilment.

(3) If the customer is in default of acceptance or if he negligently violates other duties of cooperation, we shall be authorised to claim the damage incurred by us, including possible additional expenses. We reserve the right to additional claims.

(4) If the requirements stated in paragraph (3) are fulfilled, the risk of accidental loss or deterioration of the delivery items shall pass to the customer at the point in time at which the customer falls into default of acceptance or debtor's delay.

(5) According to the requirements of law, we are liable to the extent that the underlying purchase agreement is a firm deal in the sense of Section 286 Paragraph 4 of the German Civil Code or Section 376 of the German Commercial Code. We shall also be liable in accordance with statutory provisions if, as a consequence of any delay in delivery for which we are responsible, the customer is entitled to assert the right that his interest in the continued fulfilment of the contract has ended.

(6) We shall furthermore be liable according to the statutory provisions, provided the delay in delivery is due to a willful or grossly negligent contractual infringement for which we are responsible; fault on the part of our representatives or subcontractors shall be attributable to us. Provided that the breach of supply agreement is not based upon an intentional breach of contract for which we are to blame, our liability to make good damages shall be limited to the foreseeable damages typical for this type of contract.

(7) We shall also be liable according to the statutory provisions if the delay in delivery for which we are responsible is due to the culpable infringement of a fundamental contractual obligation (obligation whose fulfillment makes the proper execution of the contract possible at first and on whose compliance the contractual partner may regularly trust); in this case, liability for damages is, however, limited to the foreseeable, typically occurring loss.

(8) Further statutory claims and rights on the part of the customer shall be reserved.

Section 5 Transfer of risk - Packaging costs

(1) Unless indicated differently in the order confirmation, delivery shall be „ex works“.

(2) Transport packing and all other packaging as covered by the German Packing Ordinance shall not be taken back; pallets shall be excluded. The customer shall have a duty to take care of disposal of packing at his own expense. Note that the option of disposal free of charge exists due to the disposal partnership with INTERSEROH GmbH (contract no. 25608).

(3) Provided it is in agreement with the customer, we shall insure the delivery with cargo insurance, the costs of which shall be paid by the customer.

Section 6 Responsibility for defects

(1) Any claims for defects raised by the customer presuppose that he has properly fulfilled his duties to investigate and to raise a complaint set forth in Section 377 of the German Commercial Code.

(2) To the extent that the purchased items are defective, the customer can, according to his own choice, require subsequent performance in the form of removal of the defect or in the form of delivery of a new non-defective product. In the event that the defect is remedied, we shall be obliged to bear all the necessary costs for the remedying of the defect, in particular transport, labour and material costs, provided that

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such costs are not increased by the additional cost of taking the object of sale to another location other than the place of performance.

(3) If the subsequent fulfilment fails, the customer may, depending on their choice, either decrease the remuneration or withdraw from the contract.

(4) We shall be liable in accordance with the relevant statutory regulations, insofar as the customer asserts claims for damages arising from intent or gross negligence, including intent or gross negligence on the part of our representatives or subcontractors. Provided that we are not accused of willful breach of contract, our liability for damages shall be restricted to foreseeable, typically occurring damages.

(5) We shall be liable in accordance with the relevant statutory regulations, insofar as we culpably violate a major contractual obligation; in this case, however, the liability for damages is likewise limited to the predictable, typically occurring damages.

(6) Liability for culpable harm to life, the human body, or health remains unaffected; this applies also to the liability mandated under the German Product Liability Law.

(7) In the absence of any provisions to the contrary above, liability shall be excluded.

(8) Liability shall furthermore be excluded in the case of non-observance of the installation and processing instructions in the product catalogues.

(9) The guarantee period for defect claims shall be 12 months from the date of the transfer of risk unless the product information indicates a longer guarantee period.

(10) The limitation period in case of a delivery regress according to Articles 478, 479 of the German Civil Code shall remain unaffected; it shall be five years from delivery of the defective item.

Section 7 Joint liability

(1) Liability for damages extending further than prescribed in Section 6 shall be excluded - without consideration of the legal nature of the asserted claim. This shall apply in particular to compensation claims for damages based on fault when entering into the contract, on account of other breaches of duty or on account of tortious compensation claims for property damage in accordance with Section 823 of the German Civil Code.

(2) The limitation pursuant to para. (1) shall also apply insofar as the customer requires replacement of useless expenditures instead of a claim for compensation for the damage.

(3) To the extent that liability for damages against us is excluded or restricted, this shall also apply in regard to the personal liability of our employees, salaried workers, associates, representatives and subcontractors.

Section 8 Reserved ownership rights

(1) We reserve the title to the goods pending full settlement of all claims arising from business relationship with the customer. In the event of any breach of contract by the customer, in particular any delay in payment, we shall be entitled to take back the item of sale. The cancellation of a purchased item by us shall indicate withdrawal from the contract. The seizure of the item of sale by us shall also constitute a withdrawal from the contract. After return of the item of sale, we shall be entitled to its utilisation, the utilisation proceeds shall be set-off against the accounts payable of the customer - minus reasonable utilisation costs. An extended retention of title does not apply to deliveries against advance payment.

(2) In the case of seizures or any other intervention of third parties, the customer shall immediately notify us in writing, so that we may file a suit in accordance with Section 771 of the German Code of Civil Procedure. If the third party is not in the position to reimburse us for any court and out-of-court costs incurred for the legal proceedings pursuant to Section 771 of the German Code of Civil Procedure, the customer shall be liable for any loss incurred by us.

(3) The customer shall be entitled to resell the object sold in the ordinary course of business. In that event, the customer shall forthwith inform the third party about our reservation of title. The customers shall hereby surrender all claims to us in the amount of the recognised balance (including value-added tax) of our claims that he has accrued from the resale to his purchaser or third party. The customer shall remain authorised to collect this claim even after surrender. Our right to collect the claim ourselves shall remain unaffected by this. We shall, however, be obligated to not extract the claim as long as the customer fulfils his payment obligations from the revenues received, is not in default for payment and, in particular, no application for the initiation of insolvency proceedings has been submitted and payments have not been suspended. However, in such cases, we shall be entitled to demand that the customer notifies us of the assigned claims and the respective liable parties, provides us with all information necessary to collect the claim and submits to us all appropriate documents and notifies the liable parties (third parties) of the assignment.

(4) Any processing or restructuring of the goods by the customer shall always be performed on our behalf. If the bought object is joined inseparably to other objects that do not belong to us, we shall acquire a share in the ownership of the new object in the proportion of the objective value of our bought object (total invoice amount including VAT) to the other connected objects at the time of the processing. Apart from the above, the same shall apply to the item arising due to processing as to the item of sale delivered with reservation.

(5) If the object is inseparably mixed with other objects which do not belong to us, we acquire the co-ownership of the new item in proportion to the value of the item purchased (invoice amount including VAT) to the other mixed items at the time of the mixing. If the mixing is carried out in such a way that the customer's item is to be regarded as the main item, then it is agreed that the customer shall transfer us proportionately co-ownership. The customer shall store the resulting sole proprietorship or co-ownership for us.

(6) The customer also assigns to us the claims against a third party arising from the combination of the object with a property in order to collateralise our claims against him.

(7) We oblige to release the collateral due to us upon request of the customer to such an extent as the feasible value of our collateral exceeds the claims to be secured by more than 20 %; the selection of the collateral to be released is incumbent upon us.

Section 9 Prohibition of assignment

Claims shall not be passed from the customer to us.

Section 10 Deposits, Cancellation, and Cancellation Costs

(1) We reserve the right to request a deposit for individual orders. The amount of the deposit will be stated in the order confirmation.

(2) Should the Buyer wish to cancel a contract, the Buyer must send a cancellation request to us in writing or in text form. We are entitled, but not obliged, to accept a cancellation request from the Buyer within a period of 10 days following receipt of the cancellation request.

(3) If we accept the cancellation, the Buyer is obliged to pay the following cancellation costs, which shall be offset against any deposit paid:

In the event of a cancellation request within 30 days before the agreed delivery date, 100% of the paid deposit or 20% of the order value; in the event of a cancellation request more than 30 days before the agreed delivery date, 50% of paid deposit or 10% of the order value. The date of receipt by us of the respective cancellation request is binding for the calculation.

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Section 11 Jurisdiction - Place of fulfilment

(1) Insofar as the supplier is a merchant, the place of jurisdiction shall be our place of business; we shall, however, be entitled to bring proceedings against the supplier before the court of his place of business.

(2) The law of the Federal Republic of Germany shall apply; the provisions of UN commercial law shall be excluded.

(3) Unless otherwise stated in the order confirmation, the place of performance shall be our place of business.

Section 12 Other

These General sales terms and conditions were prepared in German and in English. In case of interpretation or in case of a text collision, the German version shall prevail.

PROTEKTORWERK Florenz Maisch GmbH & Co. KG

Gaggenau, June 2021