

## General Terms and Conditions of Sale (GTC)

### 1. General – Scope of Application

- 1.1. These general terms and conditions apply to all present and future business relationships in the context of which we, **Nüssli (Deutschland) GmbH, Rothgrund 6, 91154 Roth**, act as seller.
- 1.2. Any terms and conditions of the customer in departure from, in conflict with, or in supplement to these general terms and conditions, even if notified to us, are not a part of this contract excepting where their validity is explicitly agreed in writing.

### 2. Contract Conclusion

- 2.1. Our quotes are non-obligational and non-binding, excepting where explicitly characterized as binding. We reserve the right to make technical changes, as well as changes in shape, color, and/or weight if such changes lie within our justified interests and are reasonable for the customer.
- 2.2. An order placed by the customer constitutes a binding offer of a purchase contract for the purchase of the goods ordered. This contractual agreement can be accepted by us within two weeks of receipt. Acceptance will be confirmed either in writing by means of an order confirmation, or by delivery of the purchased goods to the customer. If acceptance is confirmed by order confirmation, the customer must check this order confirmation immediately. If any irregularities in the order are observed, the customer must notify us in writing immediately.

### 3. Prices, Payment Conditions

- 3.1. If not stated otherwise in the order confirmation, our prices are ex-warehouse/factory, excluding packaging, corrosion protection, and freight.
- 3.2. Statutory value added tax (VAT) is not included in our prices; VAT will be billed at the statutory rate applicable on the date the invoice is issued and will be indicated on the invoice separately.
- 3.3. Deduction of any discounts requires a separate agreement in writing.
- 3.4. All prices are given in euro. Payment in foreign currency requires a separate agreement in writing. If paying in foreign currency, the customer must compensate us for any losses we suffer due to exchange rate changes from the date of the order confirmation. Such compensation claim is due at the same time as the payment of the purchase price.
- 3.5. If not otherwise agreed, we are entitled to invoice 40% of the purchase price upon order confirmation and 60% of the purchase price after delivery. If not otherwise indicated in the order confirmation, the purchase price is due, without deduction, 10 calendar days after the date of invoice.
- 3.6. The customer is only entitled to offset or retention if such counterclaims have been legally upheld, are undisputed, are acknowledged by us, or are based on defectiveness of the goods sold. The customer can also only exercise a right of retention if its counterclaim pertains to the same contractual relationship.
- 3.7. We are entitled to offset the claims of the customer against our claims. We are also entitled to offset the claims of the customer against claims of other companies within our corporate group, if such claims

pertain to their business relations with the customer or any other right against the customer. Decisive for the determination of the companies entitled under this clause is the most recent annual report published at the time the contract was concluded.

### 4. Delivery Conditions

- 4.1. Compliance with the delivery period(s) specified in the order confirmation is contingent upon complete and timely clarification of all technical issues in advance. Further, compliance with the delivery period(s) is contingent upon timely and complete fulfillment of the customer's obligations to cooperate. We reserve the right to invoke non-fulfillment of the contract.
- 4.2. Compliance with the delivery period(s) specified in the order confirmation is also contingent upon complete and timely delivery by our suppliers. This only applies where non-delivery is not attributable to us, in particular in the case of concluding corresponding hedging transactions with our supplier. The customer will be notified immediately if the purchased goods are unavailable. In such cases, any payment already made will be immediately refunded.
- 4.3. If, due to unforeseen, non-attributable, or extraordinary events on our part, a delivery to us by a supplier or transport company is delayed, the delivery time(s) specified in the order confirmation will be deferred accordingly. The same applies in the event of strike and/or lockout. If such non-availability lasts for a period of one month or longer, we are authorized to withdraw from the contract if the customer was immediately informed of the non-availability. In such cases, any payment already made will be immediately refunded.
- 4.4. If the customer is in default of acceptance or attributable fails other cooperation obligations, we are authorized to demand compensation of the damages insofar as we suffer any thereby. On the agreed delivery date, the customer must immediately collect all purchased goods reported as ready for collection; otherwise, we are authorized to store these goods at the expense and risk of the customer. For such storage, as of the start of the default of acceptance, we will charge a fixed fee of 0.2% of the value of the stored purchased goods, maximized at 5% of the total order value. We reserve all further rights and claims.
- 4.5. In the event of a default of delivery, we will be liable in accordance with legal provisions if the default of delivery is attributable to gross negligence or intentional violation.

### 5. Transfer of Risk

- 5.1. The risk of accidental loss or accidental deterioration of the quality of the purchased goods transfers to the customer upon the handover of the goods to the shipper, carrier, or other person or organization charged with the performance of delivery.
- 5.2. The customer's default of acceptance does not affect this transfer.
- 5.3. Insurance against damage in transit will only be contracted at the explicit request of the customer and any associated costs will be borne by the customer.

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### 6. Warranty

- 6.1. Any claims of the customer based on defects of the goods are contingent upon the customer fulfilling all its investigation and notification obligations in accordance with § 377 of the German Commercial Code.
- 6.2. The only warranted characteristics of the purchased goods are those expressly specified in the order confirmation. Technical advice and recommendations by us, as well as any promotional statements or claims, are made outside of contractual obligations. In particular, verifying if the goods ordered by the customer or recommended by us are suitable for the customer's intended purpose is the sole responsibility of the customer.
- 6.3. We warrant the repair or replacement (subsequent performance), at our option, of defects in the purchased goods. Only if we fail to repair the goods may the customer assert other statutory warranty rights.
- 6.4. If the customer receives defective assembly instructions, we are only obliged to deliver non-defective assembly instructions, and only if the defect in the assembly instructions prevents proper assembly.
- 6.5. The customer bears sole responsibility for the use of the purchased goods. Our warranty does not cover improper or injudicious use, faulty assembly or commissioning of the goods by the customer or third parties, wear and tear, incorrect or negligent handling, improper operating resources and replacement materials, and chemical, electro-chemical, or electrical influences, if these are not attributable to us.
- 6.6. If we provide personnel for the purpose of the customer's use of the purchased goods, these personnel are provided solely in an advisory capacity, and we accept no liability for their provision.
- 6.7. The customer receives no legal warranties from us. This is without prejudice to any manufacturer warranties.

### 7. Limitations of Liability

- 7.1. Our liability extends no further than malicious or deliberate intent or gross negligence. This limitation of liability does not apply to default of our essential duties (cardinal duties), to customer claims based on product liability or characteristics of the purchased goods guaranteed by us, as well as personal injury claims of the customer. In all cases, our liability is limited to the amount of contractually typical, reasonably foreseeable damages. Our liability for direct and indirect secondary damages (e.g., cancellation of events) is excluded, unless a characteristic of the purchased goods that has been guaranteed by us is intended precisely to protect the customer from such damages.
- 7.2. The above provisions apply to our liability on all legal bases, in particular liability for breach of duty (e.g., default, impracticability, debts at conclusion of contract, warranty), for tort, and violation of trademark rights. If our liability is excluded or limited, this also applies to our employees, workers, representatives, and agents.

### 8. Retention of Title

- 8.1. We retain title to the purchased goods until receipt of all payments due or not yet due as well as all future payments as of the date of contract conclusion under our entire business relationship with the customer.
- 8.2. During the period of the retention of title, the customer is obliged to treat the purchased goods with due care. In particular, the customer must, at its own cost, adequately insure the purchased goods against the risk of damage, destruction, and loss of the purchased goods or parts thereof for their new or used replacement value, respectively. We will inform the customer of the new or used replacement value of the purchased goods immediately upon its request. At our request, the customer must provide proof of such insurance through suitable documentation. If service and inspection work on the purchased goods is required or becomes necessary during the retention of title period, the customer must perform this work at its own cost in a timely manner and to the required extent.
- 8.3. For the period in which the title for the purchased goods has not yet transferred to the customer, the customer is obliged to immediately notify us in writing of any seizure or other intervention of a third party in regard to the purchased goods, to allow us to exercise our rights (e.g., third-party proceedings), as well as of any damage or destruction of the purchased goods or parts thereof. The customer must also inform the third party of our title to the seized purchased goods. The customer must reimburse us for the cost of any intervention on our part, whether our intervention was successful or if the attempt at proceedings against the debtor having seized the purchased goods was unsuccessful. The customer must inform us immediately in writing if it files for bankruptcy.
- 8.4. In the event of breach of contract by the customer, and in particular upon default of payment, we are, under consideration for other statutory requirements, entitled to withdraw from the contract and reclaim the purchased goods. After reclamation of the purchased goods, we are entitled to their commercial use; the proceeds of the commercial use, minus reasonable costs, may be deducted from the customer's obligations.
- 8.5. As long as the customer is not in default of payment, it is authorized to alter, process, combine, and mix (hereinafter collectively "transformation") the purchased goods in the context of normal business operations and to sell the purchased goods prior to or after such transformation. In the case of resale of the purchased goods, the customer hereby assigns all claims nunc pro tunc in the amount of the gross value, including VAT, invoiced in the order confirmation to its customers or a third party for the resale, regardless of whether the purchased goods are resold with or without further transformation. We hereby accept this assignment. After assignment of a claim by the customer against a third party originating from a resale, the customer remains revocably authorized to collect the claim against the third party in its own name and for our account. We reserve the right to revoke this authorization and collect the claim ourselves at such time as the customer does not properly fulfill its payment obligations from the collected profits or goes into default of payment.

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or is the object of a filing for insolvency/bankruptcy or suspension of payments. In such cases, the customer is obliged to immediately notify us in writing of the assigned claims and the identity of the debtor, to provide us with all information relevant to us obtaining the relevant documents, and to inform its (third party) debtors of the assignment.

- 8.6. Any transformation of the purchased goods by the customer will be done in our name and at our instruction as manufacturer. We obtain direct title to the new goods. If transformation involves anything not belonging to us, we acquire co-ownership of the new good (hereinafter "surrogate") in the proportion of the gross value, including VAT, listed in the order confirmation of the purchased goods delivered by us as compared to the other goods processed, combined, or mixed, as calculated at the time of transformation. If the transformation takes place in such a way that the customer's good is designated as the primary good, the customer must transfer to us a proportionate share of co-ownership of the surrogate in the proportion of the gross value, including VAT, listed in the order confirmation of the purchased goods delivered by us, as calculated at the time of transformation. We hereby accept this assignment. The customer will maintain sole ownership or co-ownership on our behalf. The surrogate will also be subject to the same provisions as the purchased goods delivered under retention of title.
- 8.7. As security for our claims, the customer will also assign us the claims against third parties arising from the connection of the purchased good to a piece of land.

### 9. Right of First Refusal

- 9.1. If the customer intends to resell the purchased goods or any part thereof, it shall grant us a right of first refusal, which entitles us to purchase the purchased goods or any part thereof at the same terms which the customer has agreed with a third party. The right of first refusal applies to all instances in which the customer intends to transfer the purchased goods to a third party for money.
- 9.2. The customer is obliged to immediately notify us in writing of the instance of preemption and of the conditions agreed to between the customer and the third party.
- 9.3. We must exercise our right of first refusal to the customer no later than 21 days after receiving the customer's written notice of the instance of preemption; otherwise, the right of first refusal expires. By exercising our right of first refusal, we are obliged to assume the purchase price and all other conditions agreed upon between the customer and the third party at the same terms as the third party.
- 9.4. The right of first refusal is non-transferable.
- 9.5. Furthermore, exercise of the right of first refusal is subject to the provisions §§ 463 et seq. BGB.

### 10. Final Provisions

- 10.1. We are authorized to use the customer's company, the location of the purchased goods when in use, and the occasion (event), as well as, in coordination with the customer, video and audio materials of the event for advertising purposes, in particular for the purpose of references, and such use will be unrestricted and free of cost.
- 10.2. This contract is governed by the law of the Federal Republic of Germany. The provisions of the CISG (United Nations Convention on Contracts for the International Sale of Goods) do not apply.
- 10.3. Place of performance and exclusive place of legal jurisdiction for any disputes arising from this contract is the place where our company has its official seat. However, we are also entitled to litigate against the customer in the customer's local court.
- 10.4. If individual provisions of the contract with the customer, including these general terms and conditions, are or become fully or partially invalid or unenforceable, this will not affect the validity of the other provisions. The invalid or unenforceable provision will be replaced by a valid and enforceable provision which resembles the economic consequences of the invalid or unenforceable provision as closely as possible. This applies accordingly in the event that the contract proves incomplete.