

# HASENKOPF

## Terms of Delivery and payment

### § 1 General - Scope of application

1. The following terms and conditions apply to all transactions and agreements concluded with us; we do not recognize any terms and conditions of the customer that conflict with or deviate from our terms and conditions of sale unless we have expressly agreed to their validity in text form. Our terms and conditions of sale shall also apply if we carry out the delivery to the customer without reservation in the knowledge of conflicting terms and conditions of the customer.
2. Our terms and conditions of sale shall also apply to all future transactions with the customer, even if they are not expressly agreed again.
3. If a contract concluded with us relates to construction work, the "Contracting Regulations for Construction Work" (VOB, Part B) in the version valid at the time of conclusion of the contract shall apply in addition to the following conditions.
4. All agreements made between us and the customer for the purpose of executing this contract must be recorded in text form in this contract.

### § 2 Offer - Offer documents

1. The customer is bound to his order for four weeks. We are entitled to accept this offer within this period by sending an order confirmation or delivering the ordered goods.
2. Our offers are non-binding, unless otherwise stated in them. An order in response to an offer made in text form requires our order confirmation.
3. If orders are only placed verbally or by telephone, transmission errors or misunderstandings shall be borne by the customer.
4. We reserve the property rights and copyrights to illustrations, drawings, calculations and other documents; they may not be made accessible to third parties without our written consent. In the case of production according to the customer's specifications, the customer shall guarantee that there are no conflicting third-party property rights and shall indemnify us completely against any third-party claims.
5. Molds, templates, tools or other devices manufactured by us or on our behalf shall remain our property even if the client is invoiced for the costs thereof.

### § 3 Prices and terms of payment

1. Unless otherwise stated in the order confirmation, our prices are ex works, excluding packing and delivery.
2. We reserve the right, in the case of contracts with an agreed term of more than four months, to increase the prices in accordance with the cost increases that have occurred in the meantime, in particular due to collective wage agreements and material price increases. In commercial legal transactions, we shall be entitled to change prices if the cost increases occur one month after conclusion of the contract and delivery has not yet taken place. We shall provide evidence of the cost increases on request.
3. If prices are agreed in relation to specific delivery quantities, we shall be entitled to adjust the prices if the customer falls short of the originally intended purchase quantity.
4. The deduction of discounts requires a special agreement in text form.
5. Our invoices are to be paid within 14 days of the invoice date without deduction. If the customer is in default of payment, we shall be entitled to charge interest on arrears at a rate of 4% above the respective discount rate of the Deutsche Bundesbank per annum. If the actual damage caused by default is higher, we shall be entitled to claim this higher damage. However, the customer is entitled to prove to us that we have suffered no or significantly less damage as a result of the default in payment.
6. The customer shall only be entitled to set-off rights if his counterclaims are legally established, undisputed or recognized. Furthermore, he is only authorized to exercise a right of retention to the extent that his counterclaim is based on the same contractual relationship.

### § 4 Delivery modalities

1. Unless otherwise stated in the order confirmation, delivery dates are non-binding and are subject to timely delivery by our own suppliers.
2. If we are in default for reasons for which we are responsible, liability for damages shall be excluded in the case of ordinary negligence. If the customer sets us a reasonable grace period with the threat of refusal, he shall be entitled to withdraw from the contract after expiry of this period; the customer shall only be entitled to damages for non-performance if the delay is due to intent or gross negligence.
3. Compliance with our delivery obligations generally presupposes the timely and proper fulfillment of the customer's obligations.
4. If the customer is in default of acceptance or violates other obligations to cooperate, we shall be entitled to demand compensation for the damage incurred by us, including any additional expenses. In this case, the risk of accidental loss or accidental deterioration of the purchased item shall pass to the customer at the point in time at which he defaults on acceptance.
5. If we are entitled to claim damages for non-performance, we shall be at liberty to invoice the damage incurred in concrete terms or to charge a lump-sum compensation of 5% of the total value of the contract. In the latter case, the customer reserves the right to prove that we have suffered less damage.
7. If the customer demands partial deliveries, we shall be entitled, insofar as partial deliveries are reasonable for us, to claim any additional costs incurred by the same and to invoice each partial delivery separately. The general terms of payment shall apply to each partial invoice; if partial deliveries are reasonable for the customer, we shall be entitled to make such partial deliveries and to invoice each partial delivery separately. Here too, the General Terms of Payment shall apply to each partial invoice.
8. We reserve the right to insignificant and reasonable deviations in the design (color, structure, etc.).

### § 5 Transfer of risk, shipping, packaging

1. Unless otherwise stated in the order confirmation, delivery ex works is agreed.
2. The goods are shipped at the expense and risk of the purchaser. Even if carriage paid delivery has been agreed, the risk shall pass to the Buyer upon shipment (§ 447 BGB). If necessary, the buyer must assist with unloading or provide manpower. Unloading shall only take place at ground level.
3. Handling and return of shipping packaging shall be implemented in accordance with packaging §15 Para. 1 and prior coordination required.
4. If the customer so wishes, we will cover the delivery with transport insurance; the costs incurred in this respect shall be borne by the customer.

### § 6 Warranty

1. The purchaser's warranty rights presuppose that he has properly fulfilled his duties of inspection and notification of defects in accordance with §§ 377, 378 HGB (German Commercial Code). In non-commercial transactions, obvious defects can only justify warranty claims if they

are notified in text form within two weeks of delivery..

2. If there is a defect in the purchased item for which we are responsible, we shall be entitled, at our discretion, to remedy the defect or make a replacement delivery. The latter shall take place concurrently with the return of the original delivery in proper condition at the factory. In the event of rectification of the defect, we are obliged to bear all expenses necessary for the purpose of rectifying the defect, in particular transport, travel, labor and material costs, insofar as these are not increased by the fact that the purchased item has been taken to a place other than the place of performance. The obligation to bear the necessary expenses shall exist up to the amount of the purchase price.
3. If we are not prepared or not in a position to remedy the defect / make a replacement delivery, in particular if this is delayed beyond a reasonable period of time for reasons for which we are responsible, or if the remedy of the defect / replacement delivery fails in any other way, the customer shall be entitled, at his discretion, to demand rescission (rescission of the contract) or a corresponding reduction of the purchase price (reduction).
4. Unless otherwise stated below, any further claims of the customer - irrespective of the legal grounds - are excluded. We shall therefore not be liable for damage that has not occurred to the delivery item itself; in particular, we shall not be liable for loss of profit or other financial losses of the customer.
5. The above exemption from liability shall not apply if the cause of the damage is based on intent or gross negligence. Furthermore, it shall not apply if the customer asserts claims for damages for non-performance due to the absence of a warranted characteristic in accordance with §§ 463, 480 para. 2.
6. If we negligently breach a cardinal obligation or an essential contractual obligation, our obligation to pay compensation shall be limited to the foreseeable damage typical of the contract.
7. The warranty period is six months, calculated from the transfer of risk. This period is a limitation period and also applies to claims for compensation for consequential damage caused by a defect, provided that no claims in tort are asserted.

### § 7 Total liability

1. Any further liability for damages other than that provided for in § 6 (4) to (6) is excluded, irrespective of the legal nature of the claim asserted.
2. The regulation according to paragraph 1 does not apply to claims according to §§ 1, 4 Product Liability Act as well as to cases of inability and impossibility.
3. Insofar as our liability is excluded or limited, this also applies to the personal liability of our employees, workers, staff, representatives and vicarious agents.
4. The limitation period for claims between the Supplier and the Purchaser shall be governed by § 6 (7), unless claims arising from manufacturer's liability pursuant to §§ 823 et seq. BGB are in question.

### § 8 Retention of title

1. We reserve title to the purchased item until all payments arising from the delivery contract have been received. If the customer acts in breach of contract, in particular in the event of default of payment, we shall be entitled to take back the purchased item. Our taking back or seizure of the purchased item does not constitute a withdrawal from the contract. After taking back the goods, we are entitled to utilize the purchased goods and to offset the proceeds from the utilization - less reasonable utilization costs - against the customer's liabilities.
2. The customer is obliged to treat the purchased item with care; in particular, he is obliged to insure it adequately at his own expense against fire, water and theft damage at replacement value.
3. In the event of seizure or other interventions by third parties, the customer must inform us immediately, if necessary by fax, so that we can file a suit in accordance with § 771 ZPO (German Code of Civil Procedure). If the third party is not in a position to reimburse us for the extrajudicial and judicial costs of an action pursuant to § 771 ZPO, the customer shall be liable for the loss.
4. The customer is entitled to resell the purchased item in the ordinary course of business, unless it is the end customer; it hereby assigns to us all claims in the amount of the final invoice amount of our claim which accrue to it from the resale against its customers or third parties, irrespective of whether the purchased item has been resold without or after processing. The customer shall remain authorized to collect the assigned claim. Our authorization to collect the claim ourselves remains unaffected by this. However, we undertake not to collect the claim as long as the customer meets his payment obligations from the proceeds received, is not in default of payment and, in particular, no application for the opening of bankruptcy or composition proceedings has been filed and payments have not been suspended. If this is the case, however, we can demand that the customer informs us of the assigned claims and their debtors, provides all information necessary for collection, hands over the relevant documents and informs the debtors (third parties) of the assignment.
5. The processing or transformation of the object of sale by the customer shall always be carried out on our behalf. If the purchased item is processed with other items not belonging to us, we shall acquire co-ownership of the new item in the ratio of the value of the purchased item to the other processed items at the time of processing. In all other respects, the same shall apply to the object created by processing as to the object of sale delivered under reservation of title.
6. If the purchased item is inseparably mixed with other items not belonging to us, we shall acquire co-ownership of the new item in the ratio of the value of the purchased item to the other mixed items at the time of mixing. If the mixing takes place in such a way that the customer's item is to be regarded as the main item, it is agreed that the customer shall transfer co-ownership to us on a pro rata basis. The customer shall keep the sole ownership or co-ownership thus created for us.
7. The customer shall also assign to us the claims to secure our claims against him which arise against a third party through the connection of the purchased item with a property.
8. We undertake to release the securities to which we are entitled at the request of the customer to the extent that the realizable value of our securities exceeds the claims to be secured by more than 20%. The selection of the securities to be released shall be at our discretion.

### § 9 Place of jurisdiction, place of performance

1. If the customer is a registered trader, the place of jurisdiction shall be our registered office or the registered office of our branch; however, we shall also be entitled to sue the customer at his place of residence.
2. Unless otherwise stated in the order confirmation, the place of performance shall be our registered office or the registered office of our branch.