



Conditions of sale and delivery

of Reinhardt GmbH, Lutherstraße 54, 73614 Schorndorf

1. Scope of validity

- 1.1. In the business dealings between Heinz Ziegenbein GmbH & Co. KG and companies and/or legal entities under public law (both referred to below as “Customer”), solely our terms and conditions of business apply. We do not recognise terms and conditions of the Customer unless we have agreed explicitly and in writing to their validity.
- 1.2. Our terms and conditions of business also apply if we accept orders without reservation or execute deliveries without reservation even if we are in knowledge of contrary terms and conditions of business or terms and conditions that deviate from our terms and conditions.
- 1.3. If the Customer should not be in agreement with the aforementioned conditions, they will inform us of this immediately in writing after receipt of our offer.

2. Conclusion of contract

- 2.1. Our offers are subject to change and are non-binding if they are not explicitly marked as binding.
- 2.2. A contract only comes into force with our written acceptance of the contract/order from the Customer which is marked as a confirmation of order.

3. Offer documents

- 3.1. Information in the sales documents and technical data sheets for the products and their usage only constitutes a description or marking of the products. These are not assured properties and/or guarantees.
- 3.2. We reserve the right to make production and/or raw material deviations to the products from the information in the sales documents and technical data sheets.

4. Prices and Payment Terms

- 4.1. Our prices are ex works pursuant to INCOTERMS 2010, i.e. purely net from factory plus packaging, taxes (e.g. VAT) customs, dues or any other fees occurred in the respective statutory amount.
- 4.2. Transport and insurance costs and freight surcharges for general goods, express, post or special consignments are for the Customer's account.
- 4.3. Our prices do not include any costs for the return and/or disposal of the transport packaging.
- 4.4. Invoices are due immediately in the agreed currency without any deduction.
- 4.5. The Customer is obligated to pay in advance.
- 4.6. In the event of arrears in payment, we will charge interest amounting to 12% above the invoice amount. We reserve the right to file claims exceeding this amount.

5. Delivery modalities and transfer of risk

- 5.1. Delivery times are non-binding unless we have explicitly declared them to be binding in writing.
- 5.2. The requirement for the adherence to delivery deadlines is that the Customer has complied with the contractual or other legal obligations towards us, such as payment of the invoice amount.
- 5.3. Our deliveries and the associated transfer of risk are done ex works pursuant to INCOTERMS 2010.
- 5.4. We are entitled to partial deliveries if they can be reasonably expected of the Customer.
- 5.5. If the dispatch is delayed as a result of circumstances for which we are not responsible, the risk is transferred to the Customer at the latest when the product is ready for dispatch.

6. Retention of title

- 6.1. Until the complete payment of all our current and future receivables from the deed of sale and a current business relationship (secured receivables), we retain title to the goods sold.
- 6.2. The goods under retention of title may not be pledged to third parties or transferred as collateral before the complete payment of the secured receivables. The Customer must notify us of this immediately in writing if and to the extent that access by third parties is made to the goods belonging to us.
- 6.3. For conduct by the Customer which is not compliant with the contract, in particular in the event of the non-payment of the purchase price due, we are entitled to withdraw from the contract pursuant to the statutory provisions and to request the surrender of the goods due to the retention of title and the withdrawal. If the Customer does not pay the due purchase price, we may only claim these rights if we have unsuccessfully set the Customer an appropriate period for payment beforehand or the setting of such a deadline is unnecessary pursuant to the statutory regulations. We may make free use of the goods that we take back under retention of title. The proceeds from the utilisation will be offset against those amounts that the Customer owes us after we have deducted an appropriate amount for the costs of the utilisation.
- 6.4. The Customer is authorised to resell and/or process the goods under retention of title in orderly business transactions. In this case, the following provisions apply in addition.
 - (a) The retention of title extends to the products resulting from the processing, mixing or combination of our goods at their full value, whereby we are deemed to be the manufacturer. If during a processing, mixing or combination with goods of third parties, the latter's right of ownership remains, we acquire co-ownership in the ratio of the invoice values (invoice end sum including VAT) of the processed, mixed or

combined goods. For the rest, the same applies for the resulting product as for the goods delivered under retention of title.

- (b) The Customer already now assigns the receivables towards third parties resulting from the resale of the goods or the product and the receivables of the Customer with regard to the goods under retention of title which result from another legal reason towards its customers or third parties (in particular receivables from unlawful action and claims to insurance benefits) and including all balance receivables from current account, in total and/or in the amount of any co-ownership share of ours pursuant to Clause 6.4 letter (a) as collateral to us. We accept the assignment. The obligations of the Customer which are named in Clause 6.2 also apply in consideration of the assigned receivables.
- (c) In addition to ourselves, the Customer remains authorised to collect the receivable. We undertake not to collect the receivable for as long as the Customer fulfils its payment obligations towards us, does not fall into arrears in payment, no application has been filed to open insolvency proceedings and no other defect exists in its performance. If, however, this is not the case, we can request that the Customer notifies us of the assigned receivables and their debtors, provides all the necessary information for collection, hands over the respective documents and notifies the debtors (third parties) of the assignment.
- (d) If the realisable value of the securities exceeds our receivables by more than 10%, we will release securities of our choice at the customer's request.

7. Warranty

- 7.1. Customer claims for defects necessitate that the latter has fulfilled its statutory obligations of examination and notification of defect in an orderly manner.
- 7.2. On receipt of the products, the Customer is obligated to immediate and careful examination of the goods. The goods are deemed to be approved if we do not receive a written notification of defects with regard to obvious defects or other defects that were discernible with an immediate, careful examination within eight calendar days after receipt or otherwise eight calendar days after discovery of the defect or each earlier point in time in which the defect was discernible for the Customer during normal usage of the goods without closer investigation.
- 7.3. With justified notifications of defect, we will at our choice provide subsequent improvement or replacement delivery. In the event of a second failure of the subsequent fulfilment or its impossibility, unreasonableness, refusal or inappropriate delay, the Customer is entitled to the statutory claims.
- 7.4. The period of warranty is twelve months from transfer of risk. This does not apply for claims of the Customer pursuant to Clause 8.1 and 8.2 below.

8. Liability

- 8.1. Irrespective of the legal grounds, we are only liable for compensation in the event of wilful intent and gross negligence.
- 8.2. With simple negligence, we are only liable for damage from injury
 - (a) to life, body or health,
 - (b) breach of a fundamental contractual obligation (i.e. an obligation, its fulfilment, which makes the orderly implementation of the contract possible in the first place and in whose compliance the contractual partner regularly trusts and may trust); in this case, however, our liability is restricted to the compensation for the foreseeable damage typically occurring.
- 8.3. The limitation in liability resulting from the previous section 8.2 does not apply if we have fraudulently concealed a defect or have assumed a guarantee for the characteristics of the product. In addition, it does not apply for claims of the Customer pursuant to product liability law.
- 8.4. The limitation in liability in Section 8.1 also applies with slightly negligent breaches of obligation by our statutory representatives or vicarious agents.
- 8.5. With the exception of the cases described in Section 8.2, a limitation period of one year applies for compensation claims against us. It occurs at the latest five years from the creation of the claim.

9. Offsetting, retention, assignment

- 9.1. The Customer may only offset with legally established or undisputed counter claims.
- 9.2. The Customer is only entitled to retention based on claims that are based on the same contractual relationship.
- 9.3. If it becomes discernible after conclusion of the contract that our claim to the purchase price is jeopardised by the defective performance of the Customer (e.g. through application for the opening of insolvency proceedings), we are entitled, pursuant to the statutory provisions, to refuse performance and – if applicable after setting a deadline – to withdraw from the contract (Section 321 of the German Civil Code (BGB)). With contracts regarding the production of unique items (customised products), we can declare our withdrawal immediately; the statutory provisions regarding the waiver of the setting of a deadline remain unaffected.
- 9.4. The assignment of rights, receivables and claims by the Customer requires our prior written consent which we will not refuse unreasonably. This also applies for agreements between the Customer and third parties by means of which a transfer of receivables to us is excluded in the sale of goods under retention of title.

10. Place of fulfilment, choice of law and place of jurisdiction.

- 10.1. The place of performance is the respective factory.
- 10.2. German law applies. The requirements and effects of the retention of title pursuant to Clause 6 are subject to the law at the respective storage location of the object if according to this law the choice of law made in favour of German law is impermissible or



invalid. If the business office of our Customer lies outside Germany, the United Nations Convention on Contracts for the International Sale of Goods (CISG) is applicable pursuant to the amendments and supplements in the provisions below (10.2.1 – 10.2.5):

- 10.2.1 We deliver ex works (INCOTERMS 2010). The place of delivery is our production site for the goods supplied. The transfer of risk to the Customer is done with the notification to the Customer that the goods are ready for collection, but at the latest with the handover of the goods to the first carrier (Article 66 to 69 CISG).
- 10.2.2 The Customer's obligations of examination and notification with regard to the filing of claims for defects is based on the provisions of Articles 38 to 40 CISG; the notification of defect pursuant to Article 39 Para. 1 CISG is to be filed within a maximum of two weeks.
- 10.2.3 Our obligation to vouch for the goods supplied being free of the rights or claims of third parties which are based on commercial or other intellectual property (Article 42 CISG) is restricted to the territory of Germany. It is the sole responsibility of the Customer to check whether corresponding intellectual property rights or claims of third parties according to the law of the state in which the Customer has its business office, or according to the law of the states in which the goods are resold could be impaired. The same applies accordingly for other rights and claims of third parties pursuant to Article 41 CISG and the compliance with provisions under public law.
- 10.2.4 The Customer may withdraw from the contract if the non-fulfilment of one of our obligations constitutes a fundamental breach of the contract, or we do not supply after the setting of an appropriate deadline by the Customer or if we have declared in a binding manner that we will also not deliver after the setting of an appropriate deadline (cf. Article 49 Para. 1 CISG).
- 10.2.5 We may correct material defects at our own discretion through repair or replacement delivery. The Customer is entitled to withdraw from the contract or to reduce the purchase price only if the repair or replacement delivery fails.
- 10.3. If permissible under the law, the sole place of jurisdiction is the court responsible at the registered office of our company. In addition, we are entitled to file legal action against the Customer at its registered office and at any other place of jurisdiction that is permissible under the law.