

Sales Terms and Delivery Conditions (as of 01/03/2021)

1. Applicability

- 1.1 All deliveries, service, offers which we provide take place exclusively on the basis of these sales terms and delivery conditions. These terms and conditions are a component of all contracts which we conclude with our contractual partners, (purchasers) for the deliveries and services offered by us. They also apply for all future deliveries, services, or offers to the purchaser, even if they have not also been agreed upon separately.
- 1.2 Terms and conditions of business of the purchaser or third parties shall not apply, even if we do not expressly object to their applicability in the individual case. Even if we should accept a document which contains or refers to the terms and conditions of business of the purchaser or a third party, this shall not apply as consent to the validity of any terms and conditions.
- Insofar as consumers and entrepreneurs have not been differentiated between in the following regulations, the regulations in Section 2.2 Clause 1, Sections 3.6, 4.1, 4.6, and Section 6.4 Clause 1 do not apply for consumers.

2. Offers/offer documents

- 2.1 With the submission of an order to us, a legally binding offer to enter into a contract takes place. The acceptance of this offer takes place with our written order confirmation. In the case of a written concluded contract, said contract shall be solely definitive for the legal relationship, including these general sales terms and delivery conditions. Verbal side agreements between the contractual parties shall be replaced by the written contract, insofar as nothing expressly states therein that said side agreements shall continue to apply. Supplements and amendments to the concluded agreements, including to these terms and conditions of business, require the written form for their validity.
- 2.2 Samples and prototypes are non-binding and, insofar as nothing different has been agreed upon, shall not define the contractual content. If nothing different has been agreed upon or indicated in the technical specifications, all articles are galvanised, delivered unpainted or with a primer coat (without finishing coat). Services not expressly listed in the offer and in an order confirmation which should be carried out for the execution of the construction project or at the request of the purchaser shall be billed separately. This applies in particular for masonry, cutting, frame pouring, finishing plastering work, joint sealing, and other auxiliary work. Scaffolding, lifting equipment, electrical installations, any necessary assisting personnel, and other additional services must be provided by the purchaser.
- 2.3 Specifications which we provide for the subject of delivery or service (e.g. weights, dimensions, load capacity, tolerances, or technical data) and representations thereof (e.g. drawings and figures) are only approximations, insofar as the usability for the contractually intended purpose does not require exact conformity. These are not guaranteed characteristics and should be considered descriptions or identifications of the delivery or service. Deviations which are normal for the industry or deviations arising due to legal regulations or which are technical improvements, as well as the replacement of components with equivalent parts are permissible, insofar as they do not impair the usability for the contractually intended purpose.
- 2.4 We reserve all proprietary and copyrights to figures, drawings, calculations, and other documents. This shall also apply for such written documents which are identified as 'confidential'. The purchaser must obtain our express written consent prior to transfer to third parties.

3. Prices and payment conditions

- 3.1 Insofar as nothing different is indicated in the order confirmation, our prices apply ex works or warehouse, including our standard packaging; any additional packaging shall be billed separately.
- 3.2 The statutorily prescribed value-added tax is not included in our specified prices; it shall be identified separately in the statutorily prescribed amount on the date of invoice. Cash discounts are only permitted if an express agreement has been reached.
- 3.3 Insofar as nothing different is indicated in the order confirmation or another contractual agreement, the purchase price is a net price (without discount) due for payment immediately upon receipt of the invoice. The statutory regulations pertaining to the consequences of default in payment shall apply.
- 3.4 Offsetting with counterclaims of the purchaser or withholding payments on the basis of such claims is only permitted insofar as the counterclaims are undisputed and have been determined to be legally valid.
- 3.5 Installation costs shall be billed separately, insofar as nothing different has been agreed upon; our installation conditions shall apply for these work performances, which are included in the contract in these cases.
- 3.6 Insofar as the agreed prices are based on our list prices and the delivery should take place more than four months after the conclusion of contract, our list prices valid at the time of delivery shall apply.

4. Delivery time

- 4.1 The specified delivery dates and periods only apply as approximations, unless a binding delivery date has been expressly promised. The beginning of the delivery time requires the prior clarification of all technical questions.
- 4.2 The observance of our delivery obligation also requires the timely and proper fulfilment of the purchaser's obligations. The objection of non-fulfilment of the contract remains reserved.
- 4.3 With the occurrence of unforeseeable obstacles for which we are not responsible, such as force majeure, strikes, operational disruptions, etc., the delivery period shall be extended accordingly. We shall inform the purchaser of the reason and the foreseeable duration of the delay.
- 4.4 If we should enter into default with a delivery or service, or a delivery or service becomes impossible for us, our liability shall, regardless of the reasons, be limited to damages in accordance with Article 7 of these payment terms and delivery conditions.

5. Delivery, transfer of risk, default in acceptance, packaging costs

- 5.1 The delivery takes place ex works, which is also the place of fulfilment. The goods shall be shipped to a different location at the request and expense of the purchaser (consignment purchase). Insofar as nothing different has been agreed upon, we are entitled to determine the type of shipment (particularly the transport companies, transport route, and packaging). Delivery which takes place freight paid or unpaid to a construction site, a warehouse, or another location specified by the purchaser includes delivery without unloading with the requirement of public roads accessible for heavy lorries. The purchaser shall be liable for any damages which occur if the delivery vehicle leaves public roads at the purchaser's instructions. The unloading must be carried out immediately and correctly by the purchaser. The purchaser must ensure that they are able to receive the goods upon delivery.
- 5.2 The risk of accidental loss and accidental worsening of the goods shall transfer to the purchaser no later than the time of handover. In the case of a consignment purchase, however, the risk of accidental loss and accidental worsening of the goods as well as the risk of default shall transfer to the purchaser at the time of the handover of goods to the freight carrier or other persons or establishments intended to carry out the shipment, insofar as the purchaser is an entrepreneur.
- 5.3 If the purchaser should enter into default in acceptance, fails to meet their obligation to cooperate, or our delivery is delayed for other reasons for which the purchaser is responsible, we shall be entitled to demand compensation for the resulting additional expenses (e.g. storage costs). We reserve the right to additional claims.
- 5.4 The preceding Sections 1 - 3 shall also apply for partial deliveries, to which we are entitled.
- 5.5 The return of transport packaging and all other types of packaging in accordance with the measures of the Packaging Ordinance shall not be accepted, except for pallets. The purchaser is obligated to arrange for disposal of the packaging at their own expense.
- 5.6 Insofar as the purchaser desires, we will arrange for transport insurance coverage; the costs arising in this connection shall be borne by the purchaser.

6. Liability for defects

- 6.1 With the exception of the case of a consumer goods purchase, the delivered items must be carefully inspected immediately upon delivery to the purchaser or a third-party designated by the purchaser. With respect to obvious defects or other defects which would have been recognisable with an immediate, careful inspection, the goods shall apply as accepted by the purchaser if we have not received a written notification of defects within seven (7) work days after delivery. With respect to other defects, the delivery items shall apply as accepted by the purchaser if we have not received a notification of defects within seven (7) work days after the defect was discovered; however, if the defect was recognisable for the purchaser at an earlier time in the course of normal use, the earlier time shall be definitive for the beginning of the notification period.
- 6.2 To the extent that the delivery item has defects for which we are responsible, the purchaser, insofar as they are a consumer, in the case of a pure purchase contract, shall be free to choose the form of subsequent fulfilment – either in the form of a remedy of defects or the delivery of a new item free of defects, according to their discretion; if the purchaser is an entrepreneur, as well as in the case of a service contract or contract for work and materials, the choice is ours. In the case of a remedy of defects, we are obligated to bear all expenses necessary for the purpose of the remedy of defects, particularly transport and infrastructure costs, labour costs, and material costs, insofar as they are not increased because the purchase item has been moved to a different

location than the place of fulfilment.

- 6.3 The period of limitation for the purchaser's claims for defects is 12 months after delivery of the goods supplied by us to our purchaser, insofar as the purchaser is an entrepreneur and has properly fulfilled their duty to report defects as regulated in Section 6.1. The preceding regulations shall not apply insofar longer periods are required by law in accordance with Article 438, para. 1, no. 2 of German Civil Code (construction work and items used for construction work) and Article 479, para. 1 of German Civil Code (right of recourse).
- 6.4 For products which are essentially third-party products, e.g. electrical devices, drives, etc., our liability is limited to the assignment of claims which we have towards our upstream suppliers.

7. Liability for damages

- 7.1 For consumers:
Our liability for damages, regardless of the legal grounds (particularly in the case of default, defects, or other breaches of duties), is limited to the typical foreseeable damages for the respective type of contract.
Excluded from this are damage claims of the purchaser based on an injury to the life, limb or health, if we are responsible, and liability for other damages which are based on our intentional or grossly negligent breach of duties, or our organisation, legal representatives, employees, or other vicarious agents.
- 7.2 Only for entrepreneurs:
Our liability for damages, regardless of the legal grounds, particularly due to impossibility, defect, deficient or incorrect delivery, a breach of duties with contract negotiations, and impermissible conduct, is limited to the extent as defined in Article 7, insofar as we are to blame.
We are not liable in the case of simple negligence on the part of our organisations, legal representatives, employees, or other vicarious agents, insofar as it does not involve a breach of significant contractual duties. Significant contractual duties include the obligation to timely delivery and assembly of the delivery item, its freedom from defects which more than immaterially impair its proper functionality or usability, as well as advisory, protective, and custodial duties which should enable the purchaser to use the delivery item in accordance with the contract or serve the purpose of protecting the life and limb of personnel of the purchaser or the protection of their property from considerable damages.
Insofar as we are liable for damages in accordance with Article 7, this liability shall be limited to damages which we have foreseen at the time of the conclusion of contract as a potential consequence of a breach of contract or which we must have foreseen with due diligence. Indirect damages and consequential damages resulting from defects of the delivery item are only eligible for compensation insofar as such damages can typically be expected from the intended use of the delivery item.
In the case of liability for simple negligence, our duty to provide compensation for property damage and the further resulting financial losses is limited to € 10,300,000 per damage case (according to the current coverage amounts of our liability insurance), even if it involves a breach of significant contractual duties.
The preceding liability exclusions and limitations shall apply to the same extent for the benefit of our organisations, legal representatives, employees, and other vicarious agents.
Insofar as we provide technical information or other advice, and this information or advice is included in the contractually agreed scope of services which we owe, this takes place free of charge and to the exclusion of any liability.
The limitations as specified in Article 7 shall not apply for our liability due to grossly negligent conduct, for guaranteed characteristics, due to an injury to the life, limb, or health, or in accordance with the German Product Liability Act.

8. Retention of title

- 8.1 The retention of title agreed upon hereinafter serves as collateral for all our currently existing and future claims towards the purchaser from the contractual relationship existing between the parties for the delivery and/or installation of doors, gates, and their accessories (including payment balance requests from an open account relationship limited to this contractual relationship).
- 8.2 The goods delivered by us shall remain our property until payment in full of all secured claims. The goods, as well as the goods comprised by the retention of title according to the following regulations, are referred to hereinafter as 'goods subject to retention of title'.
- 8.3 The purchaser shall keep the goods subject to retention of title for us free of charge.
- 8.4 The purchaser is entitled to process and sell the goods subject to retention of title in the normal course of business until a potential recovery of said goods. Pledging and chattel mortgages are not permitted.
- 8.5 If the goods subject to retention of title are processed by the purchaser, it applies as agreed that the processing takes place on our behalf and for our benefit as the manufacturer and that we immediately obtain ownership or - if the processing takes place from materials of multiple owners or the value of the processed item is higher than the value of the goods subject to retention of title - the co-ownership (ownership in fractional shares) of the newly created item in relation to the value of the goods subject to retention of title to the value of the newly created item. In the event that such an acquisition of ownership should occur for us, the purchaser hereby transfers their future ownership or - in the aforementioned relationship - co-ownership of the newly created item to us as collateral. If the goods subject to retention of title are combined or inseparably mixed with other items to create a single item, and one of the other items should be considered the main item, we hereby transfer the co-ownership of the single item to the purchaser, insofar as the main item belongs to us, in the relationship indicated in clause 1.
- 8.6 In the event of the re-sale of the goods subject to retention of title, the purchaser hereby assigns the resulting claim towards the purchaser to us - in the case of co-ownership of the goods subject to retention of title proportional to the share of co-ownership. The same shall apply for other claims which arise in place of the goods subject to retention of title or otherwise with respect to the goods subject to retention of title, such as insurance claims or claims from tortious acts with loss or destruction. We grant the purchaser the revocable authorisation to collect the claims assigned to us in their own name. We may only revoke this authorisation to collect in the event of recovery.
- 8.7 If a third party seizes the goods subject to retention of title, particularly in the case of pledging, the purchaser shall notify them of our ownership and inform us in order to enable us to assert proprietary rights. Insofar as the third party is not capable of compensating us for the judicial or extrajudicial costs resulting in this connection, the purchaser shall be held liable towards us.
- 8.8 We will release the goods subject to retention of title as well as the items or claims which take their place, insofar as their value exceeds the amount of the secured claims by more than 50%. The choice of items to be released shall be made according to our discretion.
- 8.9 If we should withdraw from the contract (recovery) in the event of conduct on the part of the purchaser which is in breach of contract - particularly default in payment - we shall be entitled to demand the surrender of the goods subject to retention of title.

9. Retention periods

- 9.1 Insofar as we are obligated towards entrepreneurs to retain wear parts after the delivery of the goods pursuant to the statutorily prescribed rights pertaining to defects and warranty, this obligation shall be limited to a period of five (5) years, starting from the transfer of risk, for the products delivered by us.
- 9.2 Insofar as we are obligated towards consumers to retain wear parts pursuant to the statutorily prescribed rights pertaining to defects and warranty, this claim shall also be limited to a period of five (5) years, starting from the transfer of risk.

10. Jurisdiction and place of fulfilment

- 10.1 Insofar as the purchaser is a merchant, legal entity under public law, or special asset under public law, the location of our registered office is the jurisdiction for all disputes arising from the contractual relationship; however, we are entitled to file suit against the purchaser in the court of jurisdiction over their residence.
- 10.2 The law of the Federal Republic of Germany shall apply.
- 10.3 Insofar as nothing different is specified in the order confirmation, the location of our registered office shall apply as the place of fulfilment. If one of the preceding clauses should be or become invalid, this shall not affect the validity of the remaining clauses.