

**General Terms and Conditions of Sale of
Stanger Produktions- und Vertriebs GmbH,
Ferdinand-Porsche-Strasse 2, 32339 Espelkamp,
Germany**

Section 1 Scope

- (1) These General Terms and Conditions of Sale (GTCS) apply to all business relationships between us, Stanger Produktions- und Vertriebs GmbH ("Stanger"), and our customers ("Purchasers"). The GTCS only apply if the Purchaser is a trader (Section 14 German Civil Code (BGB)), a legal entity under public law or a special fund under public law.
- (2) The GTCS apply in particular to contracts for the sale and / or delivery of movable products ("Goods"), regardless of whether Stanger manufactures the Goods or purchases them from suppliers (Sections 433, 650 German Civil Code). Unless otherwise agreed, the GTCS shall apply in the version valid at the time of the order or, in any case, in the version last communicated to the Purchaser in writing as a framework agreement for similar future contracts, without Stanger having to refer to them again in each individual case.
- (3) These GTCS apply exclusively. Deviating, conflicting, or supplementary general terms and conditions of the Purchaser shall only become part of the contract if and to the extent that Stanger has expressly agreed to their validity in writing. This requirement of consent shall apply in all cases, e.g., even if the Purchaser refers to his / her general terms and conditions in the order confirmation and Stanger does not expressly object to this.
- (4) Individual agreements (e.g., framework agreements for supplies, quality assurance agreements) and information contained in the order confirmation sent by Stanger shall take precedence over the GTCS. In case of doubt, commercial clauses shall be interpreted in accordance with the Incoterms® published by the International Chamber of Commerce in Paris (ICC) in the version valid at the time of conclusion of the contract.
- (5) References to the applicability of statutory provisions are meant for clarification purposes only. Even without such clarification, the statutory provisions shall therefore apply unless they are directly amended or expressly excluded in these GTCS.

Section 2 Form

Legally relevant declarations and notifications by the Purchaser in relation to the contract (e.g., setting deadlines, reminders, withdrawal) must be made in writing. The written form within the meaning of these GTCS includes written and text form (e.g., letter, email, fax). Statutory formal requirements and further evidence, in particular in cases of doubt about the legitimacy of the declarant, shall remain unaffected.

Section 3 Conclusion of a contract

- (1) Offers made by Stanger are subject to change and non-binding. This also applies if Stanger has provided the Purchaser with catalogs, technical documentation (e.g., drawings, plans, calculations, references to DIN standards), other product descriptions, or documents, including in electronic form, to which Stanger reserves ownership rights and copyrights.
- (2) The Purchaser's ordering of Goods is considered a binding contractual offer. Unless otherwise specified in the order, Stanger is entitled to accept this contractual offer within 10 working days of its receipt.

- (3) Acceptance may be declared either in writing (e.g. by order confirmation) or by delivery of the Goods to the Purchaser.

Section 3 Delivery period and default of delivery

- (1) The delivery period shall be agreed individually or specified by Stanger upon acceptance of the order.
- (2) If Stanger is unable to meet binding delivery periods for reasons beyond the company's control (non-availability of the service), Stanger shall inform the Purchaser of this without delay and at the same time notify the Purchaser of the expected new delivery period. If the service is also unavailable within the new delivery period, Stanger shall be entitled to withdraw from the contract in whole or in part; Stanger shall immediately reimburse any consideration already paid by the Purchaser. Non-availability of the service shall be deemed to exist, for example, in the event of late delivery by a supplier, if Stanger has concluded a congruent covering transaction, in the event of other disruptions in the supply chain, for example due to force majeure, or if Stanger is not obliged to procure the Goods in individual cases.
- (3) The occurrence of a default of delivery by Stanger shall be determined in accordance with statutory provisions. In any case, however, a reminder sent by the Purchaser is required.

Section 4 Delivery

Delivery shall be made from Stanger's warehouse in Espelkamp, which shall also be the place of performance for the delivery and any subsequent performance. At the request and expense of the Purchaser, the Goods will be shipped to another destination (sale to destination according to Purchaser's instructions). Unless otherwise agreed, Stanger is entitled to determine the type of shipment (in particular the transport company, shipping route, packaging).

Section 5 Passing of risk / acceptance

- (1) The risk of accidental loss and accidental deterioration of the Goods shall pass to the Purchaser upon delivery at the latest. In the case of sale to destination according to Purchaser's instructions to a place other than the place of performance, however, the risk of accidental loss and accidental deterioration of the Goods as well as the risk of delay shall pass to the Purchaser upon delivery of the Goods to the forwarding agent, the carrier, or any other person or institution designated to perform the shipment.
- (2) If acceptance has been agreed, acceptance shall be decisive for the transfer of risk. In all other respects, the statutory provisions of the law governing contracts for services shall apply mutatis mutandis to an agreed acceptance. Delivery and / or acceptance shall be deemed to have taken place if the Purchaser defaults in taking delivery of the purchased Goods.

Section 6 Default in taking delivery

If the Purchaser defaults in taking delivery of the purchased Goods, fails to cooperate, or delays delivery for other reasons for which the Purchaser is responsible, Stanger shall be entitled to demand compensation for the resulting damage, including additional expenses (e.g., storage costs).

Section 7 Prices and terms of payment

- (1) Unless otherwise agreed in individual cases, the prices of Stanger valid at the time of conclusion of the contract shall apply, ex warehouse, plus statutory VAT. In the case of private label orders, unless there is a defect (see section 8 (2) of these GTCS), invoicing shall be based on the quantity actually delivered.
- (2) In the case of a sale to a destination according to the Purchaser's instructions, the Purchaser shall bear the transport costs ex warehouse and the costs of any transport insurance requested by the Purchaser. Any customs duties, fees, taxes, and other public charges shall be borne by the Purchaser.
- (3) The purchase price is due and payable within 14 days of invoicing and delivery or acceptance of the Goods. However, even within the framework of an ongoing business relationship, Stanger is entitled at any time to make a delivery in whole or in part only against advance payment. Stanger shall declare a corresponding reservation with the order confirmation at the latest.
- (4) Upon expiry of the above payment period, the Purchaser shall be in default. During the period of default, interest shall be charged on the purchase price at the statutory default interest rate which is applicable. Stanger reserves the right to assert further claims for damages caused by default. Stanger's claim to commercial interest on arrears (Section 353 German Commercial Code (HGB)) against merchants remains unaffected.
- (5) The Purchaser shall only be entitled to set-off or retention rights to the extent that his / her claim has been legally established or is undisputed. In the event of defects in the delivery, the Purchaser's counterclaims shall remain unaffected.
- (6) If, after conclusion of the contract, it becomes apparent (e.g., by way of an application to open insolvency proceedings) that Stanger's claim to the purchase price is at risk due to the Purchaser's inability to pay, Stanger shall be entitled to refuse performance in accordance with statutory provisions and, if necessary, to withdraw from the contract after setting a deadline (Section 321 German Civil Code). In the case of contracts for the manufacture of non-fungible Goods (custom-made products), Stanger may declare its withdrawal immediately; however, the statutory provisions on the dispensability of setting a deadline shall remain unaffected.

Section 8 Claims for defects by the Purchaser

- (1) Unless otherwise specified below, the statutory provisions apply to the Purchaser's rights in the event of material defects and defects of title (including incorrect and short delivery, improper assembly / installation, or defective instructions). In all cases, the statutory provisions governing the sale of consumer Goods (Sections 474 et seq. German Civil Code) and the rights of the Purchaser arising from separately issued guarantees, in particular on the part of the manufacturer, remain unaffected.
- (2) In the case of private label orders, an excess or short delivery of up to +/- 10% of the agreed total quantity shall be deemed to be in accordance with the contract, provided that this is unavoidable in terms of production technology. Concerning effects on prices, see Section 7 (2) of these GTCS.
- (3) Stanger is generally not liable for defects that the Purchaser is aware of at the time of conclusion of the contract or is unaware of due to gross negligence (Section 442 German Civil Code). Furthermore, the Purchaser's claims for defects presuppose that he / she has fulfilled

his / her statutory obligations to inspect and give notice (Sections 377, 381 German Commercial Code). In the case of building materials and other Goods intended for installation or further processing, an inspection must be carried out in all cases immediately before the materials / Goods are processed. If a defect becomes apparent upon delivery, during inspection, or at any later point in time, Stanger must be notified without delay. In all cases, obvious defects must be reported in writing within 5 business days of delivery, and defects that are not apparent during inspection must be reported in writing within the same period after discovery. If the Purchaser fails to carry out a proper inspection and / or notification of defects, Stanger's liability for the defect that was not reported or not reported in a timely or proper manner shall be excluded in accordance with statutory provisions. In the case of Goods intended for installation, attachment, or fitting, this shall also apply if the defect only became apparent after processing as a result of a breach of one of these obligations; in this case, the Purchaser shall have no claims for reimbursement of the corresponding costs ("removal and installation costs").

- (4) If the delivered item is defective, Stanger may initially choose whether to remedy the defect (correction) or by delivering a defect-free item (replacement delivery). If the type of subsequent performance chosen by Stanger is unreasonable for the Purchaser in individual cases, the Purchaser may reject it. The right to refuse subsequent performance in accordance with statutory conditions shall remain unaffected.
- (5) Stanger is entitled to make the subsequent performance owed conditional upon the Purchaser paying the purchase price due. However, the Purchaser is entitled to retain a portion of the purchase price that is reasonable in relation to the defect.
- (6) The Purchaser must give Stanger the time and opportunity necessary for the subsequent performance owed, in particular to hand over the rejected Goods for inspection purposes. In the event of a replacement delivery, the Purchaser must return the defective item at the request of Stanger in accordance with statutory provisions; however, the Purchaser has no return privilege. Subsequent performance does not include the removal, dismantling, or uninstalling of the defective item, nor the installation, fitting, or mounting of a non-defective item, if Stanger was not originally obliged to provide these services; claims by the Purchaser for reimbursement of corresponding costs ("removal and installation costs") remain unaffected.
- (7) The expenses necessary for the purpose of inspection and subsequent performance, in particular transport, travel, labor, and material costs, as well as any removal and installation costs, shall be borne or reimbursed by Stanger in accordance with statutory provisions and these GTCS if a defect actually exists. Otherwise, Stanger may demand that the Purchaser reimburse the costs incurred as a result of the unjustified request to remedy the defect if the buyer knew or could have discerned that there was in fact no defect.
- (8) In urgent cases, e.g. if operational safety is at risk or to prevent disproportionate damage, the Purchaser has the right to remedy the defect himself / herself and to demand reimbursement from Stanger for the objectively necessary expenses incurred. Stanger must be notified of such self-performance immediately, if possible, in advance. The right to remedy the defect oneself does not apply if Stanger would be entitled to refuse corresponding subsequent performance in accordance with statutory provisions.
- (9) If a reasonable deadline set by the Purchaser for subsequent performance has expired without success or is dispensable in accordance with statutory provisions, the buyer may withdraw from the purchase contract or reduce the purchase price in accordance with statutory provisions. However, there is no right to withdraw from the contract in the case of an insignificant defect.

- (10) Claims by the Purchaser for reimbursement of expenses pursuant to Section 445a (1) of the German Civil Code are excluded, unless the last contract in the supply chain is a consumer Goods purchase (Sections 478, 474 German Civil Code) or a consumer contract for the provision of digital products (Sections 445c sentence 2, 327 (5), 327u German Civil Code). Claims of the Purchaser for damages or reimbursement of futile expenses (Section 284 German Civil Code) shall also exist in the event of defects in the Goods - however, only in accordance with the following paragraphs.

Section 9 Other liability

- (1) Unless otherwise specified in these GTPS, including the following provisions, Stanger shall be liable for any breach of contractual and non-contractual obligations in accordance with statutory provisions.
- (2) Stanger shall be liable for damages – regardless of the legal basis – within the scope of liability for fault in cases of willful wrongdoing and gross negligence. In the event of ordinary negligence, Stanger shall be liable, subject to statutory limitations of liability (e.g., diligence in their own affairs; insignificant breaches of duty) only
- a) for damages resulting from injury to life, bodily injury, or health
 - b) for damages resulting from the breach of an essential contractual obligation (an obligation whose fulfillment is essential for the proper execution of the contract and on whose fulfillment the contractual partner regularly relies and may rely); in this case, however, the liability of Stanger shall be limited to compensation for the foreseeable, typically occurring damage.
- (3) The limitations of liability resulting from paragraph 2 shall also apply to third parties and in the event of breaches of duty by persons (including for their benefit) for whose fault Stanger is responsible in accordance with statutory provisions. They shall not apply if a defect has been fraudulently concealed or a guarantee has been given for the quality of the Goods, nor shall they apply to claims by the Purchaser under the German Product Liability Act.
- (4) In the event of a breach of duty that does not consist of a defect, the Purchaser may only withdraw from the contract or terminate it if Stanger is responsible for the breach of duty. The Purchaser's right to terminate the contract at will (in particular in accordance with Sections 650, 648 of the German Civil Code) is excluded. In all other respects, the statutory requirements and legal consequences shall apply.

Section 10 Retention of title

- (1) Stanger retains title to the Goods sold until all current and future claims arising from the purchase contract and an ongoing business relationship (secured claims) have been paid in full.
- (2) The Goods subject to retention of title may not be pledged to third parties or transferred as collaterals before the secured claims have been paid in full. The Purchaser must notify Stanger immediately in writing if an application for the opening of insolvency proceedings is filed or if third parties access the Goods belonging to Stanger (e.g., garnishments).
- (3) In the event of breach of contract by the buyer, in particular non-payment of the purchase price due, Stanger shall be entitled to withdraw from the contract in accordance with statutory provisions and / or to demand the return of the Goods on the basis of the retention of title. The

demand for surrender of possession does not simultaneously constitute a declaration of withdrawal; rather, Stanger is entitled to demand only surrender of the Goods and to reserve the right to withdraw. If the Purchaser fails to pay the purchase price due, Stanger may only assert these rights if the Purchaser has previously been unsuccessfully set a reasonable deadline for payment or if such a deadline is dispensable in accordance with statutory provisions.

- (4) Until revoked in accordance with (c) below, the Purchaser is authorized to resell and/or process the Goods subject to retention of title in the ordinary course of business. In this case, the following provisions shall apply additionally:
- a) The retention of title extends to the full value of the Goods resulting from the processing, mixing, or combination of Stanger's Goods, whereby Stanger is considered the manufacturer. If, in the event of processing, mixing, or combination with goods from third parties, their title to these goods remains in force, Stanger shall acquire co-ownership in proportion to the invoice values of the processed, mixed, or combined Goods. In all other respects, the same shall apply to the resulting product as to the Goods delivered under retention of title.
 - b) The buyer hereby assigns to Stanger as collateral all claims against third parties arising from the resale of the Goods or the product, either in full or in the amount of our possible co-ownership share in accordance with the above paragraph. Stanger accepts the assignment. The obligations of the Purchaser specified in paragraph 2 also apply with regard to the assigned claims.
 - c) The Purchaser shall remain authorized to collect the claim together with Stanger. Stanger undertakes not to collect the claim as long as the Purchaser meets his / her payment obligations to Stanger, there is no deficiency in his / her ability to pay, and Stanger does not assert its retention of title by exercising a right in accordance with paragraph 3. If this is the case, however, Stanger may demand that the Purchaser disclose the assigned claims and their debtors, provide all information necessary for collection, deliver the relevant documents, and notify the debtors (third parties) of the assignment. Additionally, Stanger shall be entitled in this case to revoke the Purchaser's authority to resell and process the goods subject to retention of title.
 - d) If the realizable value of the collaterals exceeds Stanger's claims by more than 10%, Stanger shall release collaterals of its choice at the Purchaser's request.

Sections 11 Limitation of actions for claims

- (1) Notwithstanding Section 438 (1) No. 3 of the German Civil Code, the general limitation period for claims arising from material defects and defects of title is one year from delivery. If acceptance has been agreed, the limitation period shall commence upon acceptance.
- (2) If the Goods are a building or an item that has been used for a building in accordance with its normal use and has caused its defectiveness (building material), the limitation period is 5 years from delivery in accordance with statutory provisions (Section 438 (1) No. 2 German Civil Code). Other special statutory provisions on the limitation period (in particular Sections 438 (1) No. 1, (3), 444, 445b German Civil Code) shall remain unaffected.
- (3) The above limitation periods under Law on Sales also apply to contractual and non-contractual claims for damages by the Purchaser based on a defect in the Goods, unless the application of the regular statutory limitation period (Sections 195, 199 German Civil Code)

would result in a shorter limitation period in individual cases. Claims for damages by the Purchaser pursuant to Section 9 (2) sentence 1 and sentence 2 lit. a as well as under the Product Liability Act shall exclusively become time-barred in accordance with the statutory limitation periods.

Section 13 Governing law and jurisdiction

- (1) These GTCS and the contractual relationship between Stanger and the Purchaser shall be governed by the laws of the Federal Republic of Germany, excluding international uniform law, in particular the UN Convention on Contracts for the International Sale of Goods (CISG).
- (2) If the Purchaser is a merchant within the meaning of the German Commercial Code (HGB), a legal entity under public law or a special fund under public law, the exclusive – including international – place of jurisdiction for all disputes arising from the contractual relationship shall be the registered office of Stanger in Espelkamp. The same shall apply if the Purchaser is a trader within the meaning of Section 14 German Civil Code. However, Stanger shall in all cases also be entitled to take legal action at the place of performance of the delivery obligation in accordance with these GTCS or an individual agreement having higher priority or at the general place of jurisdiction of the Purchaser. Legal provisions having higher priority, in particular those relating to exclusive jurisdiction, shall remain unaffected.

Section 13 Severability clause

Should any provision of these GTCS or any provision within the scope of other contractual agreements with Stanger be or become invalid, this shall not affect the validity of the remaining provisions of these terms and conditions / agreements.

In this case, the contracting parties shall replace the invalid provision with a provision that comes as close as possible to it in terms of commercial success.