

OUR TERMS & CONDITIONS FOR CONSUMERS (B2C)

§ 1 SCOPE OF APPLICATION, DEFINITIONS

(1) For the business relationship between us, AIR-WOLF GmbH, Unterhachinger Straße 75, 81737 Munich, e-mail: air-wolf@air-wolf.de, telephone: +49 (89) 420790-10, fax: +49 (89) 420790-70, hereinafter referred to as "we", and you as a customer, if you are acting in your capacity as a consumer, the following General Terms and Conditions shall apply exclusively in the version valid at the time of the order. Any deviating general terms and conditions of business of yours shall not be recognised unless we expressly agree to their validity in writing.

(2) As a customer, you are a consumer insofar as the purpose of the ordered deliveries and services cannot be predominantly attributed to your commercial or independent professional activity. On the other hand, an entrepreneur is any natural or legal person or partnership with legal capacity who, when concluding the contract, acts in the exercise of his commercial or independent professional activity.

§ 2 CONCLUSION OF CONTRACT VIA OUR WEBSHOP

(1) You can select products from our range and collect them in a so-called shopping cart by clicking on the button "add to shopping cart". By clicking on the button "order with obligation to pay" you submit a binding application to purchase the goods in the shopping basket. Before submitting the order, you can change and view the data at any time or cancel the process. However, you can only submit and transmit your application if you have accepted these contractual terms and conditions by clicking on the "Accept GTC" button and have thereby included them in your application.

(2) We will then send you an automatic confirmation of receipt by e-mail in which your order is listed again and which you can print out using the "Print" function. The automatic confirmation of receipt merely documents that we have received your order and does not constitute acceptance of the application. The contract is only concluded when we issue the declaration of acceptance, which is sent with a separate e-mail (order confirmation). In this e-mail or in a separate e-mail, but at the latest upon delivery of the goods, the text of the contract (consisting of the order, GTC and order confirmation) will be sent to you by us on a durable data medium (e-mail or paper printout) (contract confirmation). The text of the contract is stored in compliance with data protection laws.

(3) The contract shall be concluded in German.

§ 3 CONCLUSION OF CONTRACT OUTSIDE THE WEBSHOP

You can submit your order to us outside the webshop by post, fax or telephone. With your order you submit a binding offer to conclude a purchase contract. The contract is only concluded when we either expressly accept the order or actually comply with the order by dispatching the goods.

The contents of any advertising material of any kind from us are merely an invitation to make an offer.

§ 4 DELIVERY, AVAILABILITY OF GOODS

(1) Delivery times stated by us are calculated from the time of your order confirmation, subject to prior payment of the purchase price (except in the case of purchase on account). If no or no deviating delivery time is specified for the respective goods in our online shop, it is 21 days.

(2) If no copies of the product selected are available at the time of your order, we will inform you of this immediately in the order confirmation. If the product is permanently not available, we will refrain from issuing a declaration of acceptance. A contract is not concluded in this case.

(3) If the product designated by you in the order is only temporarily unavailable, we will also inform you of this immediately in the order confirmation.

§ 5 RETENTION OF TITLE

The delivered goods remain our property until full payment has been made.

§ 6 PRICES AND SHIPPING COSTS

(1) All prices are inclusive of the applicable statutory value added tax.

(2) The corresponding shipping costs will be indicated to you in the order form and shall be borne by you unless you exercise your right of revocation.

(3) The goods are dispatched by our logistics partners. We bear the shipping risk if you are a consumer.

(4) In the event of a revocation, you shall bear the direct costs of the return shipment.

§ 7 PAYMENT MODALITIES

(1) You can make the payment by prepayment, PayPal or on account. Payment on account is only possible for new customers for their first order up to an order value of 100 EUR. We reserve the right to supply new customers who are not known to us only against payment in advance.

(2) You can change the payment method saved in your user account at any time.

(3) Payment of the purchase price is due immediately upon conclusion of the contract. If the due date for payment is determined by the calendar, you are already in default by missing the deadline. In this case, you shall pay us interest on arrears for the year at a rate of 5 percentage points above the base rate.

(4) Your obligation to pay default interest does not preclude us from claiming further damages for default.

§ 8 WARRANTY FOR MATERIAL DEFECTS, GUARANTEE

(1) We shall be liable for material defects in accordance with the applicable statutory provisions, in particular §§ 434 ff. German Civil Code.

(2) An additional guarantee only exists for the goods delivered by us if this was expressly given in the order confirmation for the respective item.

§ 9 LIABILITY

(1) Your claims for damages are excluded. Excluded from this are your claims for damages arising from injury to life, limb or health as well as your claims for damages for other losses based on an intentional or grossly negligent breach of duty by us, our legal representatives or vicarious agents.

(2) In the event of a breach of material contractual obligations, we shall only be liable for the foreseeable damage typical for this type of contract if this was caused by simple negligence, unless you are making claims for damages arising from injury to life, limb or health. Material contractual obligations are those whose fulfilment makes the proper performance of the contract possible in the first place and on whose compliance you as a customer regularly rely and may rely.

(3) The restrictions of paragraphs 1 and 2 shall also apply in favour of our legal representatives and vicarious agents if claims are asserted directly against them.

(4) The limitations of liability resulting from paragraphs 1 and 2 do not apply insofar as we have fraudulently concealed the defect or have assumed a guarantee for the quality of the item. The same applies insofar as you and we have reached an agreement on the condition of the item. The provisions of the Product Liability Act shall remain unaffected.

§ 10 WITHDRAWAL POLICY

(1) Consumers have a statutory right of withdrawal when concluding a distance selling transaction, which we inform about below in accordance with the statutory model. The exceptions to the right of withdrawal are regulated in paragraph (2). In paragraph (3) you will find a model withdrawal form.

Withdrawal policy

Right of withdrawal

You have the right to cancel this contract within fourteen days without giving any reason.

The withdrawal period is fourteen days from the day on which you or a third party named by you, who is not the carrier, has or has taken possession of the goods.

In order to exercise your right of withdrawal, you must inform us AIR-WOLF GmbH, Unterhachinger Straße 75, 81737 Munich, e-mail: air-wolf@air-wolf.de, telephone: +49 (89) 420790-10, fax: +49 (89) 420790-70 by means of a clear declaration (e.g. a letter sent by post, fax or e-mail) of your decision to withdraw from this contract. You can use the attached model withdrawal form for this purpose, which is, however, not mandatory.

To comply with the withdrawal period, it is sufficient that you send the notification of the exercise of the right of withdrawal before the end of the withdrawal period.

Consequences of withdrawal

If you withdraw from this contract, we must refund all payments we have received from you, including delivery costs (with the exception of additional costs resulting from the fact that you have chosen a type of delivery other than the inexpensive standard delivery offered by us), without delay and at the latest within fourteen days of the day on which we received notification of your withdrawal from this contract. For this repayment, we use the same means of payment that you used for the original transaction, unless expressly agreed otherwise with you; in no case will you be charged for this repayment.

We may refuse repayment until we have received the goods back or until you have provided proof that you have returned the goods, whichever is the earlier.

You must return or hand over the goods to us without delay and in any case no later than fourteen days from the day on which you notify us of the revocation of this contract. The deadline is met if you send the goods before the expiry of the period of fourteen days.

You bear the direct costs of returning the goods.

You only have to pay for any loss in value of the goods if this loss in value is due to handling of the goods that is not necessary for testing the quality, characteristics and functioning of the goods.

(2) The right of withdrawal against us does not apply to the following contracts:

- Contracts for the supply of goods which are not prefabricated and for the manufacture of which an individual selection or determination by the consumer is decisive or which are clearly tailored to the personal needs of the consumer,
- Contracts for the delivery of sealed goods which are not suitable for return for reasons of health protection or hygiene if their seal has been removed after delivery, as well as
- Contracts for the delivery of goods if these have been inseparably mixed with other goods after delivery due to their nature.

(3) We provide the following information on the model withdrawal form in accordance with the statutory regulations:

Sample withdrawal form

(If you wish to cancel the contract, please complete and return this form)

To
AIR-WOLF GmbH
Unterhachinger Street 75
81737 Munich
E-mail: air-wolf@air-wolf.de
Fax: +49 (89) 420790-70

I / we (*) hereby withdraw from the contract concluded by me / us (*) for the purchase of the following goods (*) / the provision of the following service (*):

Ordered on (*) /
received on (*): _____
Name of the
consumer(s): _____
Address of the
consumer(s): _____

Signature of the consumer(s)
(only for communication on paper)

Date: _____

(*) Delete as applicable

§ 11 FINAL PROVISIONS

(1) Contracts between you and us shall be governed by the laws of the Federal Republic of Germany to the exclusion of the UN Convention on Contracts for the International Sale of Goods. The statutory provisions on the restriction of the choice of law and on the applicability of mandatory provisions, in particular of the state in which the customer has his habitual residence as a consumer, shall remain unaffected.

(2) The contract shall remain binding in its remaining parts even if individual points are legally invalid. The ineffective points shall be replaced by the statutory provisions, if any. However, insofar as this would constitute an unreasonable hardship for one of the contracting parties, the contract as a whole shall become invalid.

Stand: January 2024

OUR TERMS & CONDITIONS

FOR ENTREPRENEURS (B2B)

Our General Terms and Conditions of Business for Entrepreneurs ("Terms and Conditions of Sale") apply to the sale of goods by AIR-WOLF GmbH, Unterhachinger Straße 75, 81737 Munich, Germany, e-mail: air-wolf@air-wolf.de, telephone: +49 (89) 420790-10, fax: +49 (89) 420790-70 and their buyers. The inclusion of the buyer's own terms and conditions is hereby objected to, unless otherwise agreed.

1. SCOPE

(1) Our offers are not directed to consumers, but exclusively to traders, freelancers, self-employed persons and authorities who use the goods in their commercial, professionally independent or official activity. The contractual language is German. We deliver within the European Union and to the rest of the world on request.

(2) Our Terms and Conditions of Sale shall apply in particular to contracts for the sale and / or delivery of a movable item, hereinafter "Product", without regard to whether we manufacture the Product ourselves or purchase it from suppliers (§§ 433, 650 German Civil Code). Unless otherwise agreed, these Terms and Conditions of Sale in the version valid at the time of your order or in any case in the version last notified to it in text form shall also apply as a framework agreement for similar future contracts without us having to refer to them again in each individual case.

(3) Our Terms and Conditions of Sale shall apply exclusively. Your conflicting terms and conditions are objected to. Your deviating terms and conditions shall not become part of the contract unless they are confirmed by us in writing. Our Terms and Conditions of Sale shall also apply if we carry out the delivery to you without reservation in the knowledge of your conflicting terms and conditions or terms and conditions that deviate from these Terms and Conditions of Sale.

(4) Individual agreements, in particular details in our order confirmation, shall take precedence over the provisions of these Terms and Conditions of Sale. In case of doubt, commercial clauses shall be interpreted in accordance with the Incoterms® issued by the International Chamber of Commerce in Paris (ICC) in the version valid at the time of conclusion of the contract.

(5) Your legally relevant declarations and notifications in relation to a concluded contract, in particular the setting of deadlines, notification of defects, withdrawal or reduction, must be made in writing. Written form within the meaning of these Terms and Conditions of Sale includes written and text form by letter, e-mail as well as fax. Statutory formal requirements and further evidence, in particular in case of doubt about the legitimacy of the declarant, shall remain unaffected.

(6) References to the applicability of statutory provisions shall be for clarification purposes only. Therefore, even without such clarification, the statutory provisions shall apply unless they are directly amended or expressly excluded in these Terms and Conditions of Sale.

2. CONCLUSION OF CONTRACT, ONLINE ORDERS, CONTENT OF CONTRACT, WITHDRAWAL

(1) Please send your order by post, telephone, fax, e-mail or online on our homepage www.air-wolf.de ("Online Shop"). Offers from us are always subject to change and non-binding. Only the order of a product by you is considered a binding offer of contract. The contract is only concluded when we either expressly accept the order or actually comply with the order by dispatching the goods. We are entitled to accept your offer of a contract within 21 days of its receipt by us.

(2) The contents of the online shop as well as advertising materials of any kind from us merely represent an invitation to submit an offer. With your order you submit a binding offer to conclude a purchase contract. The online order is completed in the shopping basket of the online shop by clicking on the button "Order subject to payment". Up to this point, you can still change the contents of your shopping basket as well as your order data at any time or cancel the order process. After placing your order in the online shop, you will receive an automated e-mail from us confirming receipt of the order and listing its details. This order confirmation does not constitute a binding acceptance of your offer. The contractual provisions with details of the ordered goods, including these General Terms and Conditions, will be sent to you by e-mail when you place an order in the online shop with the acceptance of the contractual offer or with the notification of this. We do not store the terms of the contract.

(3) Minor design changes and technical improvements to articles may be supplied without notice; likewise comparable products, provided they meet the same requirements. We also reserve the right to make design deviations from descriptions and details in brochures, offers and written documents as well as changes in

performance, design and materials in the course of technical progress, without any rights being able to be derived from this. Information about the respective product (technical data, dimensions, etc.) is only approximate and similar; it does not constitute a guaranteed quality unless the guarantee is given expressly and in writing.

(4) Subject to the provisions in these Terms and Conditions of Sale, you may only withdraw from the contract within the scope of the statutory provisions if we are responsible for a breach of duty. In the event of defects, however, the statutory requirements for withdrawal shall apply instead of the preceding sentence. In the event of a breach of duty, you must declare within a reasonable period of time after being requested to do so by us whether you wish to withdraw from the contract due to the breach of duty or insist on performance. A free right of termination, in particular pursuant to §§ 650, 648 German Civil Code is excluded.

3. DELIVERY TIME, DELAY IN DELIVERY, FORCE MAJEURE

(1) Our written order confirmation shall be decisive for the scope of delivery.

(2) The delivery times correspond to the information provided by the commissioned carrier. A binding delivery date is only validly agreed if it has been expressly promised by us in writing.

(3) In the event of delivery difficulties, irrespective of the reason, such as raw material or production bottlenecks, delivery delays at suppliers or customs and export law restrictions, we will inform you of these in good time. In such cases, we may refuse to accept an order or, in the case of orders already accepted, supply you and other purchasers on a pro rata basis.

(4) If we are unable to meet binding delivery deadlines for reasons for which we are not responsible (non-availability of the service), we will inform you of this immediately and at the same time inform you of the expected new delivery deadline. If the service is also not available within the new delivery period, we are entitled to withdraw from the contract in whole or in part; we will immediately refund any consideration already paid. Non-availability of the service exists, for example, in the event of late delivery by one of our suppliers, if we have concluded a congruent hedging transaction, in the event of other disruptions in the supply chain, for example due to force majeure, or if we are not obliged to procure in the individual case.

(5) The occurrence of a delay in delivery on our part shall be determined in accordance with the statutory provisions. In any case, however, your reminder is required. If we are in default of delivery, you may demand lump-sum compensation for the damage caused by the delay. The lump-sum compensation shall amount to 0.5 % of the net price (delivery value) for each completed calendar week of the delay, but not more than a total of 5 % of the delivery value of the delayed product. We reserve the right to prove that you have not suffered any damage or that the damage is significantly less than the aforementioned flat rate.

(6) We shall not be responsible for delays in delivery/ performance due to force majeure and due to events that make delivery significantly more difficult or impossible for us – these include in particular, but are not limited to, strikes or lockouts on our part or on the part of our suppliers, forces of nature, pandemics, epidemics, specific or general official orders, export restrictions, operational disruptions, raw material shortages, interruption of supply chains, failure of an important work item, etc. – even in the case of bindingly agreed delivery periods and delivery dates. They do not entitle you to withdraw from concluded contracts or to claim damages for delay, unless the delay lasts longer than four months. If this period is exceeded, you shall be entitled, after setting a reasonable grace period to no avail, to withdraw from the contract with respect to the part not yet fulfilled, without us being obliged to pay damages.

4. PLACE OF DELIVERY, PLACE OF PERFORMANCE

Delivery is ex warehouse. The place of performance for all services, in particular delivery, payment and any subsequent performance, is our registered office.

5. PRICES AND TERMS OF PAYMENT, OFFSETTING

(1) The current prices at the time of the order shall apply exclusively. In principle, the gross prices stated apply. The net prices stated apply insofar as no statutory value added tax is applicable. Any customs or import duties and taxes for deliveries abroad shall be borne by you as the purchaser. The prices quoted are exclusive of statutory value-added tax.

(2) We reserve the right to supply new customers who are not known to us only against payment in advance.

(3) How you can pay:

- On account: Please pay within 8 days of the invoice date with a 2 % discount or within 30 days without deductions. If you do not pay within the agreed period, we are entitled to charge € 2.50 per reminder as well as interest at 5 % above the base rate from the due date. All reminder and collection costs are to be reimbursed to us. With respect to merchants, our claim to the commercial due date interest (§ 353 German Commercial Code) remains unaffected.
- Prepayment: You retain a 3 % discount from the final amount.

- By debit card, credit card or cash on collection from our premises: You retain a 3% discount from the final amount.
- Foreign orders: Orders from abroad, insofar as they are not confirmed via our representation there, can only be executed against advance payment.

(4) We may refuse to accept an order or demand reinforcement of securities for your obligations as the purchaser or, without setting a deadline, withdraw from the contract, offsetting the expenses incurred, if, due to circumstances that have subsequently occurred or become known, for example, false information about creditworthiness, enforcement measures, summons to or execution of a declaration in lieu of an oath, total due date of payment obligations due to default of payment, repeated return debit notes, application for the opening of insolvency proceedings or other findings which signify a deterioration or threatened deterioration, a change in the risk situation arises. Payment agreements already made are then invalid.

(5) As an entrepreneur, you are only entitled to fulfil the obligation to pay the purchase price by offsetting if your counterclaims have been legally established or are undisputed. Furthermore, you are only entitled to exercise a right of retention insofar as your counterclaim is based on the same contractual relationship.

6. RETURN PROMISE

(1) We grant you a non-enforceable right to return goods of 30 days beyond the legal requirements. Later returns of goods are only possible with our consent. In this case, after positive inspection, repackaging and restocking, you will be refunded a proportion of the value of the goods, depending on the condition of the goods or the period since delivery. Generally excluded from this are custom-made products.

(2) Please notify us of your return by telephone or in writing. We will inform you whether you should return the goods yourself or whether they will be collected by us. In addition, you will receive a return number that serves to identify your goods. After receiving the return number, send the goods unused, complete and in their original packaging to: AIR-WOLF GmbH, Central Warehouse QS, Unterhachinger Straße 75, 81737 Munich.

(3) Unless otherwise stipulated, the return promise does not apply to contracts for the delivery of goods that are manufactured according to customer specifications or are clearly tailored to personal needs (e.g. special or custom-made products), as well as to goods whose return is not possible for reasons of health protection or hygiene.

(4) You have to bear the costs of the return if the delivered goods correspond to the ordered goods or if you have not paid the purchase price or a contractually agreed partial payment at the time of the return.

7. LIABILITY FOR DEFECTS

(1) The statutory provisions shall apply to your rights in the event of material defects and defects of title (including wrong delivery and short delivery as well as improper assembly / installation or defective instructions), unless otherwise stipulated below. In all cases, the statutory provisions on the sale of consumer goods (§§ 474 ff. German Civil Code) and your rights from separately issued guarantees, in particular of the manufacturer, remain unaffected.

(2) The basis of our liability for defects is above all the agreement reached on the quality and presumed use of the product (including accessories and instructions). All product descriptions and manufacturer's specifications which are the subject of the individual contract or which were publicly announced by us, in particular in catalogues or on our Internet homepage, at the time of the conclusion of the contract shall be deemed to be an agreement on quality in this sense. Insofar as the quality has not been agreed, it is to be assessed according to the statutory regulation whether a defect exists or not (§ 434 para. 3 German Civil Code). If we are not the manufacturer, public statements made by the manufacturer or on its behalf, in particular in advertising or on the product label, shall take precedence over statements made by other third parties.

(3) In the case of goods with digital elements or other digital content, we only owe provision and, if applicable, updating of the digital content insofar as this expressly results from a quality agreement in accordance with section 7 (2). If we are not the manufacturer, we accept no liability for public statements made by the manufacturer and other third parties in this respect.

(4) We shall not be liable for defects of which you are aware at the time of conclusion of the contract or are not aware due to gross negligence. Furthermore, your claims for defects presuppose that you have fulfilled your inspection and notification obligations. In the case of building materials and other goods intended for installation or other further processing, an inspection must in any case be carried out immediately before processing. If a defect becomes apparent during delivery, inspection or at any later time, we must be notified of this in writing without delay. In any case, obvious defects must be reported in writing within 10 working days from delivery and defects not recognisable during inspection within the same period from discovery. If you fail to properly inspect the goods and/or notify us of defects, our liability for the defect not reported or not reported in time or not reported properly

shall be excluded in accordance with the statutory provisions. In the case of a product intended for incorporation, attachment or installation, this shall also apply if the defect only became apparent after the corresponding processing as a result of the breach of one of these obligations; in this case, there shall in particular be no claims for reimbursement of corresponding costs, in particular removal and incorporation costs.

(5) If the delivered product is defective, we may choose whether to provide subsequent performance by remedying the defect (rectification) or by delivering a product (replacement) free from defects. If the type of supplementary performance chosen by us is unreasonable for you in the individual case, you may reject it. Our right to refuse subsequent performance under the statutory conditions remains unaffected.

(6) We are entitled to make the subsequent performance owed dependent on you paying the purchase price due. However, you are entitled to retain a reasonable part of the purchase price in relation to the defect.

(7) You shall give us the time and opportunity required for the subsequent performance owed, in particular to hand over the product complained about for inspection purposes. In the event of a replacement delivery, you must return the defective product to us at our request in accordance with the statutory provisions; however, you do not have a right of return. Subsequent performance does not include the dismantling, removal or uninstallation of the defective product or the installation, fitting or fitting of a free from defect product if we were not originally obliged to perform these services; your claims for reimbursement of corresponding costs ("removal and installation costs") remain unaffected.

(8) We shall bear or reimburse the expenses necessary for the purpose of inspection and subsequent performance, in particular transport, travel, labour and material costs and, if applicable, removal and installation costs, in accordance with the statutory regulations and these Terms and Conditions of Sale if a defect is actually present. Otherwise, we may demand that you reimburse us for the costs incurred as a result of the unjustified request to rectify the defect if you knew or could have recognised that there was actually no defect.

(9) In urgent cases, in particular if operational safety is endangered or to prevent disproportionate damage, you have the right to remedy the defect yourself and to demand reimbursement from us of the expenses objectively necessary for this. We must be informed immediately of any such self-execution, if possible in advance. This right of self-execution does not exist if we would be entitled to refuse a corresponding subsequent performance in accordance with the statutory provisions.

(10) If a reasonable period of time to be set by you for subsequent performance has expired unsuccessfully or is dispensable according to the statutory provisions, you may withdraw from the purchase contract or reduce the purchase price according to the statutory provisions. In the case of an insignificant defect, however, there is no right of withdrawal.

(11) Your claims for reimbursement of expenses pursuant to § 445a (1) of the German Civil Code (German Civil Code) are excluded unless the last contract in the supply chain is a consumer goods purchase (§§ 478, 474 German Civil Code) or a consumer contract for the provision of digital products (§§ 445c sentence 2, 327 (5), 327u German Civil Code). Your claims for damages or reimbursement of futile expenses (§ 284 German Civil Code) shall also exist in the event of defects in the product only in accordance with the following Sections 15 and 16 of these Terms and Conditions of Sale.

(12) Please never remove type plates, stickers or serial numbers, as you and we need them to prove your warranty claim.

(13) For extended services in the form of warranty extension packages, the individually concluded agreements shall apply.

8. WHO OWNS WHAT - RETENTION OF TITLE

(1) Ownership of each product delivered shall be reserved until payment of all your liabilities arising from the business relationship with us at the time of conclusion of the contract. You undertake to treat the delivered product with care during the existence of the reservation of title and to use it only for its intended purpose.

(2) During this period, resale shall be permitted exclusively to resellers and only in the ordinary course of business. In the event of resale of the product, you hereby assign the claims arising from the resale to us; we accept the respective assignment. You remain entitled to collect the claim. Our right to collect the claim remains unaffected by this. However, we undertake not to collect the claims as long as you meet your payment obligations. Insofar as we are entitled to collect the claim in accordance with the above provisions, you are obliged, at our request, to surrender all information and documents required for us to collect the claim and to notify the third-party debtor of the assignment of the claim.

(3) In the event of seizure, attachment or impending order of sequestration or insolvency, you must notify us immediately in writing. You further undertake to secure the reserved property against access by third parties, to prevent a removal or, if necessary, to bring about a separation. In the event of failure to provide this information in writing without delay, you or, in the case of legal

entities, the legal representative shall be personally liable for the resulting damage to us in accordance with the statutory provisions.

(4) In the event of an insolvency petition concerning your company, we already now prohibit the resale of the product delivered under retention of title and the authorisation to collect the claims. This also applies to the resale and the collection of claims by the insolvency administrator.

(5) In the event of breaches of duty by you, in particular in the event of default in payment, we shall be entitled - after the unsuccessful expiry of a reasonable deadline set for you to perform - to withdraw from the contract and to demand the return of the delivered products. In this case, you already allow us to enter your business premises at any time in order to take possession of the goods subject to retention of title. Should the taking of possession of the products fail, we shall be entitled, irrespective of this, to continue to assert the purchase price plus any claims for damages.

(6) Loss, damage, seizure of or other interventions by third parties in the products subject to retention of title or the seizure of the assigned claims must be reported to us immediately.

(7) We are obliged to release the securities at your request insofar as the realisable value exceeds the claims to be secured by more than 10 %. The selection of the securities to be released is incumbent on us.

9. REFUSAL OF ACCEPTANCE

If you are in default of acceptance, if you fail to cooperate or if delivery by us is delayed for other reasons for which you are responsible, we shall be entitled to demand compensation for the resulting damage including additional expenses, in particular storage costs. For this purpose, we charge a lump-sum compensation of 0.5 % per calendar week, starting with the delivery deadline or - in the absence of a delivery deadline - with the notification that the product is ready for dispatch, up to a maximum of 5 % in total or 10 % in the case of final non-acceptance. The proof of higher damage and our legal claims, in particular compensation for additional expenses, reasonable compensation as well as termination, remain unaffected; however, the lump sum is to be offset against further monetary claims. You are entitled to prove that we have incurred no damage at all or only significantly less damage than the aforementioned lump sum.

10. SAMPLE AND LOAN ARTICLES

For all items that we provide to you free of charge and for a limited period of time, you are liable for the amount of the current sales price. You will bear the costs for the return shipment. For sample and loan items which you do not return to us within the agreed period in their original packaging, carriage paid and - in the case of sample items - unused and in saleable condition, a purchase contract shall be deemed to have been bindingly concluded.

11. DELIVERY

(1) If you do not state otherwise when placing the order, we will choose the most favourable form of dispatch for you. We will invoice you for freight costs ex works Munich. In the case of goods delivered by forwarding agent, delivery shall be free kerbside, i.e. to the public kerbside nearest to the delivery address, unless otherwise stated in our shipping information and unless otherwise agreed.

(2) You will receive subsequent deliveries delayed through our fault free of freight charges.

(3) The risk of accidental loss or accidental damage shall pass to you upon handover to you in the case of collection, and upon handover to the forwarding agent, carrier or other person designated to carry out the shipment in the case of shipment. This also applies if we assume further services, in particular shipping costs. It is equivalent to handing over if you are in default of acceptance.

(4) Partial deliveries are permissible insofar as they are reasonable for you.

12. INSTALLATION AND ASSEMBLY

As far as necessary and as far as we are legally obliged, we deliver all articles with operating instructions, drilling templates and fixing material. You handle the assembly or installation yourself. Please note that electrical installations may only be carried out by authorised specialists and that the fixing materials supplied with some items may not be suitable for the conditions on site.

13. REPAIR SUBMISSIONS

Please notify us by telephone of any defects in products supplied by us that are outside the scope of liability for defects before sending them in. We will then send you a return delivery note, which will enable a quick and smooth repair. Unfortunately, we cannot accept goods sent without a return delivery note or carriage forward.

14. DISPOSAL

(1) You assume the obligation to properly dispose of all electrically operated devices delivered to you after termination of use at your own expense in accordance with the applicable regulations, in particular the Electrical and Electronic Equipment Act (ElektroG). We are thus released from the obligations under § 10 Para. 2 ElektroG and any related claims by third parties. If you fail to contractually obligate third parties to whom you resell these devices to assume the obligation to dispose of them and to con-

tinue to do so, you shall be obliged to take back the delivered goods at your expense after termination of use and to dispose of them properly in accordance with the statutory provisions.

(2) Our claim for assumption by you of disposal in compliance with the law shall not become statute-barred before the expiry of 2 years after the final termination of the use of the equipment delivered to you. The two-year period of suspension of expiry begins at the earliest upon receipt of your written notification of termination of use. Our WEEE registration number at the Foundation ElektroAltgeräte Register (EAR) is DE 55977853.

(3) Furthermore, we have joined the Dual System via Zentek GmbH & Co. KG to ensure the legally compliant disposal of our sales packaging. Transport packaging can be returned to us free of charge for proper disposal.

15. LIABILITY

(1) Liability is unlimited in the event of intent or gross negligence and in the event of a guarantee.

(2) Liability for a slightly negligent breach of material contractual obligations, i.e. obligations whose fulfilment is essential for the proper performance of the contract and on whose fulfilment you as the customer may regularly rely and trust, shall be limited to the foreseeable, typically occurring damage. In the event of injury to life, body or health, in the event of claims under the Product Liability Act and due to a fraudulently concealed defect, liability for slight negligence is unlimited.

(3) Any further liability for damages is excluded.

(4) Insofar as our liability is limited or excluded, this shall also apply to third parties, and our liability for breaches of duty by our vicarious agents and assistants shall also be limited or excluded.

16. LIMITATION PERIOD

(1) The limitation period for claims and rights due to defects in the deliveries of the products - irrespective of the legal grounds - shall be one year. The limitation period of one year shall also apply to all claims for damages against us which are related to a defect, irrespective of the legal basis of the claim for damages. Insofar as claims for damages exist against us which are not related to a defect, a one-year limitation period shall apply to them irrespective of their legal grounds.

(2) However, the limitation periods set out in the above Clause 16 (1) shall apply subject to the following proviso:

- The limitation periods do not apply in the event of intent, fraudulent concealment of a defect or the assumption of a guarantee for the quality of the products;
- Furthermore, the limitation periods do not apply to claims for damages:
 - in the event of a grossly negligent breach of duty,
 - in the event of a culpable breach of material contractual obligations not consisting in the delivery of a defective product,
 - in cases of culpably caused injury to life, body or health, and
 - in the case of claims under the Product Liability Act.
- The limitation periods for claims for damages shall also apply to the reimbursement of futile expenses.

(3) Any limitation period for all claims for damages in connection with the delivery of a product shall commence with the delivery of the respective product.

(4) Unless expressly provided otherwise, the statutory provisions on the commencement of the limitation period, the suspension of the running of the limitation period, the suspension and the recommencement of limitation periods shall remain unaffected.

17. DATA PROCESSING

(1) The data necessary for order processing shall be stored. Of course, we undertake to treat your data confidentially and not to pass it on to third parties. Furthermore, we refer to our data protection declaration.

(2) You undertake not to disclose the data accruing within the scope of the business relationship to unauthorised third parties and to securely protect and store such data from access and misuse by unauthorised persons.

18. CHOICE OF LAW, PLACE OF JURISDICTION

(1) German law shall apply exclusively to the exclusion of the UN Convention on Contracts for the International Sale of Goods.

(2) In business transactions with merchants and with legal persons under public law, the exclusive place of jurisdiction for all legal disputes arising from the contract, including actions on bills of exchange and cheques, shall be Munich. We are also entitled to sue at your place of business.

Stand: January 2024