

General Terms and Conditions of Peter Ruppel GmbH & Co. KG

These General Terms and Conditions (hereinafter: GTC) govern the business relationships of Peter Ruppel GmbH & Co. KG
Bahnhofstraße 70
D-97922 Lauda-Königshofen
Register court: Mannheim District Court
Registration number: HRA 560190
hereinafter referred to as – “ruppel” –
and the customer, hereinafter referred to as the
– “Customer” –

1. Scope, offer and conclusion of contract

- 1.1 Goods and services of any kind whatsoever are provided to the Customer exclusively in accordance with our General Terms and Conditions, which the Customer acknowledges by placing the order or accepting the service. The validity of any deviating terms and conditions is excluded, even if Ruppel does not object to them. Our General Terms and Conditions shall also apply to all future business relations, even if they are not expressly agreed to again.
- 1.2 Within the meaning of business relationships, consumers are natural persons with whom we enter into a commercial relationship to which no commercial or self-employed professional activity can be ascribed. Within the meaning of the General Terms and Conditions, entrepreneurs are natural or legal persons or legally established business partnerships who enter into a business relationship with us and do so in the service of their commercial or self-employed professional activities. Clients or customers within the meaning of the General Terms and Conditions include both consumers and entrepreneurs.
- 1.3 Our offers are subject to change and non-binding. By ordering goods, the Customer makes a binding declaration of its intention to place the order. A contract is not concluded until ruppel has confirmed the order in writing (i.e. in written or text form, such as by letter, email or fax). The customer deems order confirmations, delivery notes and other letters of confirmation from ruppel to be substantively correct, unless it objects in writing without delay, and at the latest within 5 working days of receipt. Once the order has been received, unilateral changes or additions to or cancellation of the order are no longer possible.
- 1.4 Ruppel retains the unrestricted ownership and copyrights to drawings and other documents such as calculations;

these may not be made available to third parties unless we give our express written consent.

- 1.5 The conclusion of the contract is subject to correct and timely delivery by our suppliers. This shall only apply in the event that we are not responsible for the non-delivery, in particular in the event that a congruent hedging transaction has been concluded with our supplier.

2. Prices and payment terms

- 2.1 Unless otherwise agreed in writing, all our prices are quoted ex works excluding packaging. The costs of packaging, delivery, installation or other services will be invoiced separately, if necessary.
- 2.2 If the costs of materials, wages, taxes and similar costs for which we are not responsible increase within a period of more than four months between conclusion of the contract and delivery, we shall be entitled to adjust our prices accordingly. The applicable producer price index, which is compiled by the Federal Statistical Office of Germany and can be downloaded from the following link, is decisive for the assessment:
https://www.destatis.de/EN/Themes/Economy/Prices/Producer-Price-Index-For-Industrial-Products/_node.html;jsessionid=96A4D78DB586990CE404C6A304B6B570.internet8742
The Customer is also free to demand a downward price adjustment on the basis of this index, provided that the requirements are met. The right to adjust prices is therefore available to both contracting parties.
- 2.3 Customer payments are due immediately and must be made directly to us. The Customer shall be in default at the latest 30 days after the due date and delivery of an invoice or an equivalent demand for payment, without sending a reminder. In the event of late payment, if the Customer is a consumer default interest shall be charged at a rate of 5% above the applicable base lending rate for the unpaid due amount. If the Customer is an entrepreneur, it shall pay interest on the debt at a rate of 9% above the base lending rate during the period of default. We reserve the right to prove and assert higher default damages against the entrepreneur. The Customer may only offset against the consideration if its claims have been recognised or are legally established. In the event of defects, the Customer shall not be entitled to a right of retention unless the retention is proportionate to the defects and the anticipated subsequent repair costs (in particular rectification of defects).
- 2.4 Should the Customer fail to meet its payment obligations in accordance with the contract or suspend payment, or

should other circumstances become known to ruppel that cast doubt on the creditworthiness of the Customer, Ruppel is entitled to suspend further deliveries, including those originating from other orders, and to declare the entire residual debt due and payable and to demand advance payments or securities. In such cases, ruppel may also withdraw from the contract without setting a period of grace if the contract has not yet been fulfilled.

- 2.5 In the event of subsequent changes to the design or construction and dimensions compared to our offer or letter of confirmation, whether at the request of the Customer, or due to technical constraints, unforeseen difficulties or other circumstances beyond the control of ruppel, ruppel is entitled to charge the Customer for additional expenses.

3. Retention of title

- 3.1 In the case of contracts with consumers, we retain title to the goods until the purchase price has been paid in full. In the case of contracts with entrepreneurs, we retain title to the goods until all claims arising from an ongoing business relationship have been settled in full.
- 3.2 The Customer undertakes to treat the goods with care until ownership has been transferred to it. If maintenance and inspection work is necessary, the Customer must carry this out regularly at its own expense. The Customer is obliged to notify us without delay of any third-party access to the goods, for instance in the case of seizure, as well as of any damage to or the destruction of the goods. The Customer must notify us immediately of any change in ownership of the goods and of any change of residence. We are entitled to withdraw from the contract and demand the return of the goods if the Customer acts in breach of the contract, in particular in the event of default of payment or breach of an obligation under this provision.
- 3.3 The Customer may only sell the products in the ordinary course of business and subject to the agreement of a corresponding retention of title, whereby it shall hereby assign to ruppel the resulting claims in the amount of ruppel's outstanding receivables and the rights arising from the reservation of title. This authorisation is revocable. We reserve the right to collect the receivables ourselves as soon as the entrepreneur does not duly fulfil its payment obligations and is in default of payment.
- 3.4 If the products are processed or combined, the Customer hereby transfers ownership to ruppel by way of security in the amount of the price of the reserved product and shall keep the item safe for ruppel free of charge. The Customer shall process or finish the reserved products on behalf of

ruppel without any obligations being created for ruppel. If the goods are processed with items not belonging to us, we shall acquire co-ownership of the new item in proportion to the value of the goods supplied by us to the other processed items. The same applies if the goods are combined with other items not belonging to us.

- 3.5 Upon request, we shall undertake to release the security interests to which we are entitled if they exceed the nominal value of the outstanding receivables by more than 10%.
- 3.6 If ruppel loses its ownership of products delivered under retention of title because they have become an essential part of a property or a building, ruppel can remove the delivered products from the property or building and store them at the Customer's expense until payment of all claims arising from the business relationship, including those arising in future. Upon separation from the property or building, these items shall again become the property of ruppel. The Customer must inform ruppel immediately of any liens or other rights of third parties and redeem them and also otherwise ensure the recovery of the unencumbered property of ruppel.
- 3.7 The Customer must insure the products delivered under retention of title or the items resulting from its combination, mixing or processing against all customary risks, in particular fire, burglary and water hazards.

4. Delivery and transfer of risk

- 4.1 Unless otherwise specified in the above-mentioned mutual written declarations, delivery shall take place ex our registered office (or, in the case of agreed direct delivery, that of the upstream supplier). Partial deliveries are permitted. Delivered items must be accepted even in the case of minor defects.
- 4.2 Delivery dates and periods are only binding if they have been agreed with the Customer, countersigned or confirmed in writing by ruppel. Delivery periods commence on the date of the order confirmation and after clarification of technical questions and receipt of all necessary documents and approvals as well as the fulfilment of other obligations incumbent on the Customer. Otherwise, the agreed delivery period will be automatically extended accordingly.
- 4.3 If ruppel is in default, the Customer is only entitled to withdraw from the contract after sending a reminder and after a reasonable period of grace for performance or subsequent performance has expired. Claims for damages

are excluded unless stipulated otherwise in these terms and conditions.

- 4.4 If the Customer is in default of acceptance or is otherwise responsible for a delay in shipment, the risk is transferred to the Customer on the date of notification of readiness for collection or shipment. One month after notification of readiness for shipment, ruppel can store the products for the Customer at the latter's risk and for storage costs amounting to 0.5% of the invoice amount for each month or part thereof. The storage fee is limited to 5% of the invoice amount unless evidence is provided to the Customer that the storage costs are higher. The Customer is also entitled to prove that no or only lower storage costs were incurred. If a period of grace set by ruppel expires without the goods being accepted, it can withdraw from the contract and demand compensation in lieu of performance. Other rights remain unaffected.
- 4.5 If the customer is an entrepreneur, in the event of sales shipment, the risk of accidental loss and accidental deterioration of the sold item passes to the buyer as soon as the item has been handed over to the freight forwarder, carrier or the person or institution otherwise responsible for carrying out the dispatch, even in the event of partial deliveries or direct services of the upstream supplier or if the supplier has assumed other services, e.g. shipment costs or delivery and assembly or installation. If the buyer is a consumer, the risks of accidental loss and accidental deterioration of the sold item shall not pass to the buyer until the item is delivered to the buyer, even in the case of sales shipment. The same consequences shall arise if the buyer is in default in accepting the delivery. At the buyer's request, the supplier shall insure the consignment against theft, breakage, transport, fire and water damage and other insurable risks at the buyer's expense.
- 4.6 In the case of sales to entrepreneurs, it is generally not possible to postpone the contractually binding agreed delivery date at the Customer's request. The goods must be accepted at the latest one week after the notice of completion. If, as a gesture of goodwill, ruppel grants the Customer an extension of the period for taking delivery, the Customer shall agree to reimburse the following flat-rate additional costs for the duration of the period in which the goods are held available:
- 1 % of the order value as a one-off flat-rate processing fee and
 - 1 % of the order value per calendar week for disbursements up to an order value of EUR 100,000.00; in the case of an order value in excess of EUR 100,000.00, 0.5% per calendar week for disbursements. The Customer shall have the right to

demonstrate that no damage or only lesser damage has been incurred. Ruppel reserves the right to charge for any additional costs against proof, e.g. installation and travel times.

- 4.7 Subsequent requests for changes by the Customer up to 10 working days after the date of the order confirmation are only binding for ruppel if ruppel has expressly agreed to them in writing. Any costs incurred as a result of the change shall be borne by the Customer. These are generally at least 1% of the gross order value. The Customer shall have the right to demonstrate that no or only lower additional costs were incurred. ruppel reserves the right to provide evidence of any additional costs. If the Customer subsequently requests changes, the originally agreed delivery date or delivery period shall be extended accordingly.
- 4.8 Postponements caused by the Customer do not affect the payment dates agreed in the order confirmation or the latter become due as soon as ruppel is ready to deliver.
- 4.9 Freight and transport costs shall be borne by the Customer unless otherwise agreed in the contract.
- 4.10 Ruppel is entitled to make partial deliveries. Our delivery obligation shall be suspended for as long as the Customer is in arrears with an obligation arising from the business relationship.
- 4.11 Unless otherwise agreed, our goods and services are deemed to have been accepted at the latest when they are put into use. Ruppel is entitled to demand the acceptance of partial services at the latest 60 days after the last delivery.

5. Warranty and liability

- 5.1 The entrepreneur must check the delivery immediately after receipt and report any complaints and obvious or hidden defects to ruppel in writing without delay, and at the latest within one week of receipt or after discovery. The entrepreneur shall lose any claims to warranty and compensation with regard to the absence of guaranteed properties if it fails to check the delivery immediately after receipt, and at the latest before processing, consumption, use, installation or resale, and does not notify us of any complaints in writing within one week. After expiry of these periods or at the latest one year after delivery, all warranty and compensation claims are excluded. Timely dispatch is sufficient in order to comply with the deadline. The entrepreneur shall bear the full burden of proof for showing that all pre-requisites of a claim have been satisfied, especially in relation to the defect itself, the time

that the defect was discovered and the timeliness of the notice of defects. Consumers must inform us in writing of obvious defects within a period of two months after the date on which the goods were discovered to be in violation of contractual standards. The date on which we receive the notification by us is decisive for compliance with the deadline. If the consumer fails to inform us, the warranty rights shall expire two months after the consumer discovered the defect. This shall not apply in the case of malice on the part of the seller. The consumer shall bear the burden of proof for the point in time at which the defect was discovered. Insofar as consumers have claims against us for subsequent performance as well as rights of rescission and reduction, these shall become statute-barred two years after delivery or acceptance.

- 5.2 Initially, we shall provide warranty for defects at our own option either by means of subsequent improvement or by providing a replacement. Replaced parts become the property of ruppel if they were not already the property of ruppel. If we seriously and definitively refuse performance, refuse to remedy the defect and offer subsequent performance because of disproportionate costs, if subsequent performance fails or is unreasonable for the Customer, the Customer may, at its option, only demand a reduction in payment (reduction of the purchase price) or cancellation of the contract (rescission) and compensation for damages within the scope of the limitation of liability in lieu of performance. However, in the event of only a minor breach of contract, in particular in the case of only minor defects, the Customer shall not be entitled to withdraw from the contract. If the Customer chooses to rescind the contract due to a material defect or a defect in title after subsequent performance has failed, it is not entitled to any additional claim for damages due to the defect. If the Customer chooses to claim damages after subsequent performance has failed, the goods shall remain with the Customer if this is reasonable. The damages shall be limited to the difference between the purchase price and the value of the defective item. This shall not apply if we maliciously caused the breach of contract. Warranty claims shall not exist if the delivered products are defective due to improper maintenance and cleaning, damage, excessive strain, improper use, treatment or repair as well as for natural wear and tear. Warranty or compensation claims against ruppel are excluded for third-party goods or products which are combined with goods and services from ruppel or are used together with these products, whereby ruppel assigns to the Customer those liability claims which ruppel has against the supplier of the third-party delivery. Unless otherwise agreed, ruppel shall not accept any responsibility for the functional reliability of our goods and services if the Customer combines or uses them together with third-party products. If the Customer

receives incorrect assembly instructions, we shall only be obliged to supply faultless assembly instructions and only if the erroneous assembly instructions render proper installation impossible.

- 5.3 If ruppel is not responsible for the breach of duty resulting from a defect, the Customer is not entitled to rescind the contract. The Customer's rights due to defects that do not relate to a building or similar work, which serve the provision of planning and monitoring services, shall become statute-barred after one year from acceptance of the work in the case of entrepreneurs and after two years in the case of consumers. In the case of used goods, the period of limitation shall be one year commencing on the date of delivery. This shall not apply if the Customer failed to notify us of the defect in a timely manner (clause 1 of this provision). The short period of limitation shall not apply in cases where we are clearly at fault or in the case of physical injury or damage to health attributable to us or in the case of the Customer's death. Our liability under the German Product Liability Act also remains unaffected.
- 5.4 In the event of fraudulent concealment of defects or the assumption of a guarantee for the condition of the product, further claims remain unaffected. We do not furnish the Customer with any guarantees within the meaning of the law. Furthermore, no contractual penalties shall be generally accepted at our expense.
- 5.5 Further claims, in particular those for consequential damages, are excluded to the extent permitted by law. All claims for damages, including those arising from positive breach of contract, tort and in particular from product liability or other legal grounds, shall only exist against us, to the extent permitted by law, in the event of intent or gross negligence. We shall be liable for slight negligence if essential contractual obligations have been violated and the breach of obligations is attributable to our operational structure. These claims are subject to a limitation period of six months, whereby the limitation periods begin upon delivery.
- 5.6 Any further claims are excluded, unless otherwise provided for in these General Terms and Conditions.
- 5.7 In the case of slightly negligent breaches of obligations, our liability shall be limited to the direct average damage foreseeable and typical for this type of work. The same shall apply to slightly negligent breaches of obligation by our legal representatives or vicarious agents.
- 5.8 We shall not be liable to entrepreneurs in the event of slightly negligent breaches of non-essential contractual obligations.

5.9 The aforementioned limitations of liability shall not apply to the Customer's claims that result from product liability. Furthermore, the limitations of liability shall not apply to physical injury and damage to health attributable to us or to the Customer's death attributable to the contractor.

6. Force majeure

- 6.1 Force majeure includes all unavoidable events that are unforeseeable and beyond the control of each party and its vicarious agents, even with reasonable care at the respective places of performance, whose effects on the performance of the contract cannot be prevented with reasonable effort on the part of the parties and which make the proper performance of the contract substantially more difficult or unreasonable in whole or in part. However, force majeure does not include such circumstances which lie within one of the parties' area of risk, such as lack of personnel, building materials or supplies, labour disputes within the own company or at subcontractors and suppliers (with the exception of collective bargaining disputes of an industry-wide nature), as well as other delivery difficulties affecting suppliers. The parties further clarify that adverse weather conditions can only constitute force majeure if they are considered a natural disaster. On the other hand, the parties also clarify that delays in and other hindrances to performance on the part of the contractor due to the Corona epidemic constitute force majeure within the meaning of sentence 1 of this paragraph. However, the contractor shall provide the client with evidence of these circumstances, if necessary, by submitting suitable documentation.
- 6.2 The performance obligations of both parties shall be suspended for the duration of the force majeure.
- 6.3 If one party is unable to perform its services due to force majeure, it shall immediately notify the other party in writing. The notification must specify the scope of the affected services, the anticipated duration of the hindrance and the consequences for the other party. At the request of the other party, appropriate evidence of the existence of force majeure must be provided. In any case, the parties shall endeavour to limit the effects of the force majeure and to minimise the damage by any reasonable means. Losses or additional costs caused by or as a result of force majeure shall be borne by each party.
- 6.4 If the parties' performance is expected to be delayed by more than six months due to force majeure, the contractor and the client shall agree on the measures to be taken. This shall also include the dissolution of the contract.

7. Installation

Unless otherwise agreed in writing, the following provisions shall apply to the assembly and installation.

- 7.1 The Customer shall bear the costs and shall duly provide:
- 7.2 All excavation, concrete, construction, cutting, scaffolding, plastering, painting and other ancillary work outside the industry, including any necessary building materials.
- 7.3 Electrical connections as well as the necessary connections for electrical power as well as the supply of electricity and water as well as other necessary energy for the duration of the installation work at its expense. This also include heating and lighting and adequate sanitary facilities.
- 7.4 The Customer is obliged to protect the property of the contractor and the installation personnel on the construction site and shall take the measures necessary to do so.
- 7.5 The Customer is obliged to inform Ruppel of any special circumstances on the installation site; it shall provide any necessary protective clothing or protective devices free of charge if they are not customary for the contractor.
- 7.6 Before commencement of the installation work, the Customer must provide all necessary information on the location of concealed power lines, gas mains, water pipes or similar installations as well as any necessary information with regard to the statics without being asked for this. It shall also ensure that all preparatory work and conditions necessary for the installation, in particular masonry, plastering, flooring, ceiling and painting work and other preparatory work are completed by the agreed installation date. It must be possible for the fitters to enter the building unhindered and to reach it with construction vehicles so that assembly or installation can start immediately after the fitters arrive and reach completion without interruption. The Customer must therefore inform us of any concerns prior to the installation.
- 7.7 The Customer shall confirm the fitters' working hours on a weekly basis to the best of its knowledge. Furthermore, the Customer is obliged to confirm the completion of the assembly or installation to the fitters in writing without delay.
- 7.8 We are entitled to have the installation performed by subcontractors.
- 7.9 The companies (subcontractors) entrusted by us with the delivery, installation and/or assembly are not authorised to modify the contract concluded with the Customer (to

extend or reduce the scope of services) and therefore may not carry out any work that goes beyond our contractual obligations. The subcontractors or their employees are, however, entitled to accept the Customer's declarations of transfer/acceptance on our behalf.

- 7.10 If the assembly, installation or commissioning is delayed due to circumstances for which the Customer is responsible, the Customer shall bear the costs for standby time and further necessary travel of the fitters to a reasonable extent. The Customer must also accept a corresponding delay in the promised completion date.
- 7.11 Ruppel is not liable for the work of fitters and other vicarious agents, unless the work is connected with the delivery and the assembly or installation or if the work is arranged by the Customer.

8. Industrial property rights

- 8.1 The Customer guarantees ruppel that it owns all construction and design rights etc. with regard to the products to be supplied and that no industrial property rights of third parties are infringed.
- 8.2 The Customer shall inform ruppel immediately of any claims asserted by third parties on account of the infringement of industrial property rights by the products supplied.
- 8.3 The Customer must provide ruppel with the necessary assistance in the defence of its industrial property rights.
- 8.4 If the Customer is prevented from using the delivered products by third-party rights, ruppel shall, at its option, either obtain the right to use the products for the Customer or replace the products with other products that do not infringe third-party rights.
- 8.5 Further rights of the Customer are excluded unless otherwise provided for in these Terms and Conditions.

9. General provisions

- 9.1 The legal relationship between ruppel and the Customer are governed exclusively by the law of the Federal Republic of Germany. The UN Convention on Contracts for the International Sale of Goods (CISG) shall not apply.
- 9.2 If the Customer is a merchant within the meaning of the German Commercial Code, a legal entity under public law or a special fund under public law, the exclusive place of jurisdiction for all disputes arising directly or indirectly

from this contractual relationship is the registered office of ruppel (Lauda-Königshofen) under the proviso that we can also take legal action against the Customer at its general place of jurisdiction. The same applies if the Customer does not have a general place of jurisdiction in Germany or if the place of residence or habitual abode is unknown at the time of filing the action.

- 9.3 All orders placed with us shall constitute acceptance of the Terms and Conditions above. The Customer's conflicting terms and conditions shall not become part of the contract, even if we have not explicitly objected to them. The above terms of delivery shall apply to all present and future contracts with the Customer. Amendments and supplements to this agreement and these Terms and Conditions must be in writing.
- 9.4 Individual ineffective or invalid provisions of this agreement shall not affect the validity of the remaining provisions. If a provision of these contractual terms and conditions is ineffective, it shall be replaced by a valid provision which comes closest to the economic purpose of the invalid provision, taking into account the other provisions.
- 9.5 The Customer is aware that its personal data is collected and processed as necessary for business purposes in the course of our business. The Customer consents to this and is deemed to have been notified within the meaning of Section 33 (1) of the German Federal Data Protection Act.