

General Conditions of Sale of suprema GmbH

1. General - Scope

- 1.1 Our conditions of sale apply exclusively: We do not recognize conditions of the customer that conflict with or deviate from our conditions of sale, unless we have expressly approved their validity in writing. Our conditions of sale shall also apply if we carry out the delivery to the customer without reservation in the knowledge of conflicting or deviating conditions of the customer.
- 1.2 All agreements made between us and the customer for the purpose of executing this contract shall be set out in writing in this contract.
- 1.3 Our conditions of sale apply only to commercial enterprises within the meaning of Section 310 paragraph 1 of the German Civil Code (BGB).
- 1.4 Our conditions of sale also apply to all future business with the customer.

2. The Offer - Offer documents

- 2.1 Our offers are made without obligation and are non-binding: The same applies to additions, amendments or ancillary agreements. If the order is to be qualified as an offer in accordance with Section 145 BGB, we can accept it within a period of two weeks.
- 2.2 We reserve the right of ownership and copyright over illustrations, Drawings, calculations or other documents. This also applies to such written documents, which are designated as „Confidential“. The customer requires our express written consent before they can be passed on to third parties.

3. Prices - Terms of payment

- 3.1 Unless stated otherwise in the order confirmation, our prices shall apply „ex works“, excluding packaging and postage, which will be invoiced separately.
- 3.2 The statutory value added tax is not included in our prices. It will be shown separately in the invoice at the statutory rate on the day of invoicing.
- 3.3 We grant a 2% discount if our invoices are paid within 10 days of receipt. We grant a 3% discount within 10 days if a direct debit authorization is made.
- 3.4 The purchase price is payable without deductions within 30 days from the invoice date, unless stated otherwise in the order confirmation. The statutory provisions regarding the consequences of late payment apply.
- 3.5 Significant changes in the financial circumstances of the customer shall entitle us to demand immediate settlement of our claims and to carry out delivery only against payment in advance. We are also entitled to withdraw wholly or in part from the contract after expiry of a period of payment set by us.
- 3.6 Set-off rights are only available to the customer if his or her counterclaims have been legally established, are undisputed or are acknowledged by us. Furthermore, the customer is only authorized to exercise a right of retention if his or her counterclaim is based on the same contractual relationship.

4. Delivery time

- 4.1 Compliance with our obligation to deliver presupposes the timely and proper fulfilment of the customer's obligations. The right to object to an unfulfilled contract is reserved.
- 4.2 If the customer is in default of acceptance or culpably violates other obligations to cooperate, we shall be entitled to demand compensation for the loss incurred thereby, including any additional expenses. If a delivery is delayed due to a corresponding request by the customer and if we agree to this in individual cases, goods notified as being ready for dispatch shall be stored at the expense of the customer. A flat rate of 1% of the invoice amount shall be charged for each month or part thereof for storage in the company warehouse. In addition, we are entitled, after the expiry of a reasonable period of time previously set by us, to deal with the delivery item at our discretion and to supply the customer in a reasonable, extended period of time. Further claims are reserved.
- 4.3 Insofar as the conditions of clause 4.2 apply, the risk of accidental loss or accidental deterioration of the purchased item shall be transferred at the time at which the default of acceptance occurred.
- 4.4 We are liable, according to the statutory provisions, if the underlying sales contract is a fixed transaction within the meaning of Section 286 paragraph 2 No. 4 BGB or Section 376 of the German Commercial Code (HGB). We shall also be liable in accordance with the statutory provisions if, as a result of a delay in delivery for which we are responsible, the purchaser is entitled to assert that his interest in the further performance of the contract has ceased.
- 4.5 Furthermore, we shall be liable in accordance with the statutory provisions if the delay in delivery is based on an intentional or grossly negligent breach of contract for which we are responsible. A fault of our representatives or vicarious agents shall be attributable to us. If the delay in delivery is not due to a deliberate breach of contract for which we are responsible, our liability for damages shall be limited to the foreseeable loss that may typically occur.
- 4.6 Furthermore, we shall be liable in accordance with the statutory provisions if the delay in delivery is based on an intentional or grossly negligent breach of contract for which we are responsible. In this case, however, the liability for damages is limited to the foreseeable loss that may typically occur.
- 4.7 In addition, we are liable in the event of default in delivery for each complete week of delay in the form of a lump-sum compensation in the amount of 0.5% of the delivery value, but no more than 5% of the delivery value.
- 4.8 Further legal claims and rights of the customer are reserved.

5. Transfer of risk - Documents

- 5.1 Unless otherwise stated in the order confirmation, delivery is agreed „ex works“.
- 5.2 Transport and all other packaging that meets the packaging regulations will not be taken back; however, this does not apply to pallets. The customer is obliged to arrange for disposal of the packaging at his or her own expense.
- 5.3 There is transport insurance for our deliveries. However, any transport damage must be reported immediately and confirmed in writing by the respective transport company within three days of receipt.

- 5.4 Any returns made by the customer must be made free of charge and be accompanied by the invoice and the delivery note

6. Liability for defects

- 6.1 Claims for defects made by the customer presuppose that the customer has duly complied with his or her duty to inspect and notify in accordance with Section 377 HGB.
- 6.2 If and insofar as there is a defect in the purchased item, the customer is entitled, at his or her discretion, to remedy in the form of repair of the defect or the delivery of a new defect-free item. If the remedy fails, the customer is entitled, at his or her discretion, to demand rescission or reduction.
- 6.3 We are liable under the statutory provisions, insofar as the customer asserts claims for damages based on intent or gross negligence. Unless we are accused of intentional breach of contract, the liability for damages is limited to the foreseeable losses that may typically occur.
- 6.4 We are liable under the statutory provisions, if we culpably violate an essential contractual obligation: In this case, however, the liability for damages is limited to the foreseeable loss that may typically occur.
- 6.5 Insofar as the customer is entitled to compensation for the loss instead of the service, our liability is also limited within the scope of clause 6.2 to compensation for foreseeable loss that may typically occur.
- 6.6 Liability for culpable injury to life, the body or health remains unaffected: this also applies to the mandatory liability provisions under the German Product Liability Act [Produkthaftungsgesetz].
- 6.7 Liability is excluded, unless otherwise stipulated above.
- 6.8 The limitation period for claims for defects is 12 months, calculated from the transfer of risk. The period of limitation in case of a right of recourse for a delivery according to Sections 478, 479 BGB remains unaffected.

7. Joint liability

- 7.1 A further liability for damages as provided for in clause 6 is excluded - regardless of the legal nature of the asserted claim. This applies in particular to claims for damages arising from negligence on conclusion of the contract, due to other breaches of duty or due to tort claims for compensation for damage to property in accordance with Section 823 BGB.
- 7.2 If and insofar as the liability for damages against us is excluded or limited, this shall also apply with regard to the personal liability for damages of our employees of all kinds and categories, our representatives or our vicarious agents.

8. Retention of title

- 8.1 We reserve the ownership of the purchased item until receipt of all payments due from the delivery contract. In case of breach of contract by the customer, in particular in case of default of payment, we are entitled to recover the purchased item. However, the recovery of the purchased item by us does not constitute withdrawal from the contract, unless we have expressly stated this in writing. The seizure of the purchased item by us always constitutes a withdrawal from the contract. After the recovery of the purchased goods, we are entitled to dispose of them, whereby the proceeds of the disposal shall be credited against the liabilities of the customer minus reasonable costs of disposal.
- 8.2 The customer is obliged to treat the purchased goods with care. In particular, the customer is obligated to adequately insure these at his or her own expense against damage from fire, water and theft. If maintenance and inspection work is required, the customer must carry this out on time and at his or her own expense.
- 8.3 In case of seizure or other interventions by third parties, the customer must notify us in writing without delay, so that we can file a lawsuit in accordance with Section 771 of the German Code of Civil Procedure (ZPO). Insofar as the third party is not able to reimburse us the court and out of court costs of a lawsuit in accordance with Section 771 ZPO, the customer is liable for the loss incurred.
- 8.4 The customer is entitled to resell the purchased goods in the ordinary course of business. However, in so doing, the customer simultaneously assigns to us all claims in the amount of the final invoice amount, including value added tax, of our claims, which accrue to the customer from the resale to his or her customers or third parties, irrespective of whether the purchased goods were resold without or after processing. The customer is still authorized to collect this claim even after the assignment. Our authority to collect the claim ourselves remains unaffected. However, we undertake not to collect the claim as long as the customer meets his or her payment obligations from the proceeds received, does not default on payment and, in particular, has not filed for insolvency proceedings or has ceased making payments. However, if this is the case, we can demand that the customer informs us of the assigned claims and their corresponding debtors, provides all information necessary for collection, hands over the associated documents and notifies the debtors (third parties) of the assignment.
- 8.5 We undertake to release the securities to which we are entitled at the customer's request, insofar as the realizable value of our securities exceeds the claims to be secured by more than 10%. The choice of the securities to be released is our responsibility.

9. Jurisdiction - Place of performance

- 9.1 If the customer is a merchant, our registered place of business is the place of jurisdiction. However, we are entitled to sue the customer at his general place of jurisdiction.
- 9.2 The law of the Federal Republic of Germany shall apply: the application of the UN convention on the sale of goods is excluded.
- 9.3 Unless stated otherwise in the order confirmation, our registered place of business is the place of fulfillment.