

General Terms and Conditions of Sale of Torbau Schwaben GmbH

1. Scope of application and contractual basis

- 1.1. The following terms and conditions of sale shall apply to the contract concluded between you as the buyer and us as the seller for the sale and/or delivery of movable goods ("goods").
- 1.2. All agreements concluded between you and us in connection with the purchase contract shall be based primarily on these Terms and Conditions of Sale, our order confirmation and our confirmation of acceptance.
- 1.3. Illustrations or drawings contained in our brochures, advertisements and other offer documents are only approximate unless the information contained therein has been expressly stated as binding.

2. Prices; payment

- 2.1. Our prices include packaging costs and statutory value added tax; however, delivery and shipping costs are only included in our prices if a separate agreement has been concluded with you.
- 2.2. Unless we have agreed with you otherwise in writing, the purchase price owed by you must be paid without deduction within 8 days of receipt of our invoice.
- 2.3. If you are in arrears with payment, we shall be entitled, from this point in time, to charge interest at a rate of 5% above the respective base rate of the European Central Bank (ECB). In this respect, we reserve the right to prove higher damages.

3. Set-off; right of retention

You are only entitled to a set-off against our claims if your claims have been legally established, if we have recognised them or if your claims are undisputed. You shall also be entitled to set-off against our claims if you assert notices of defects or counterclaims arising from the same purchase contract. As the buyer, you may only exercise a right of retention if your counterclaim is based on the same purchase contract.

4. Delivery and time of performance

- 4.1. Our delivery dates or delivery periods are exclusively non-binding unless they have been expressly agreed upon between you and us as being binding.
- 4.2. Four weeks after exceeding a non-binding delivery date or a non-binding delivery period, you may request in writing that delivery be made within

a reasonable period of time. If we culpably fail to meet a delivery date expressly agreed upon as binding or a delivery period expressly agreed upon as binding or if we are in default for any other reason, you must set us a reasonable grace period to effect our performance. If we allow this grace period to elapse unsuccessfully, you shall be entitled to withdraw from the purchase contract.

- 4.3. Subject to the restrictions in the following clause 6, we shall otherwise be liable to you in accordance with the statutory provisions if the contract is a transaction for delivery by a fixed date or if you are entitled to invoke the discontinuation of your interest in the fulfilment of the contract as a result of a delay in delivery for which we are responsible.
- 4.4. We are entitled to make partial deliveries and render partial services at any time, provided this is reasonable from your part.

5. Claims for defects of the buyer

- 5.1. If the delivered article does not have the quality agreed upon between you and us, or if it is not suitable for the use assumed under our contract or for the use in general, or if it does not have the properties that you could expect according to our public statements, we shall be obligated to provide subsequent fulfilment. This does not apply if we are entitled to refuse subsequent fulfilment on the basis of statutory regulations.
- 5.2. Subsequent fulfilment shall be effected at your discretion by remedying the defect (rectification) or delivery of new goods, whereby Section 439 para. 3 of the German Civil Code (BGB) shall remain unaffected. You shall have to grant us a reasonable period of time for subsequent fulfilment. You shall not be entitled to reduce the purchase price or withdraw from the contract during the period of subsequent fulfilment.
- 5.3. In the event of a defect in the drive head of an AquaLOCK door, you are obligated to remove the drive head according to the instructions, send it to our headquarters (Enzianstrasse 14 in D-88436 Oberessendorf) at our expense, and reinstall and commission the repaired or new drive head, which we will send to you at our expense.
- 5.4. If we have unsuccessfully attempted the repair twice, it shall be deemed to have failed. If the subsequent fulfilment has failed, you are entitled, at your discretion, to reduce the purchase price or withdraw from the contract.
- 5.5. You may only assert claims for damages due to a defect if the subsequent fulfilment has failed. Your right to assert further claims for damages in accordance with the following clause 6 shall remain unaffected.

6. Other liability

- 6.1. We shall be liable in accordance with the statutory provisions for any damage to life, limb or health resulting from a culpable breach of duty by us, our legal representatives or our vicarious agents.

Furthermore, we shall be liable in accordance with the statutory provisions for other damage that is based on intentional or grossly negligent breaches of contract as well as fraudulent intent on our part, on the part of our legal representatives or our vicarious agents. If the scope of application of the German Product Liability Act applies, we shall be liable without limitation in accordance with its provisions.

- 6.2. We shall also be liable within the scope of a guarantee, provided that we have given such a guarantee with regard to the delivered product. If damage occurs which is based on the fact that the property guaranteed by us is absent and if this damage does not occur directly on the goods delivered by us, we shall only be liable for this if the risk of such damage is clearly covered by our guarantee.
- 6.3. If damage due to delay or due to a defect is based on the simple negligent breach of an essential contractual obligation, i.e. the simple negligent breach of an obligation whose fulfilment is essential for the proper execution of the contract and on whose compliance you as the buyer may regularly rely, our liability is limited to the damage foreseeable at the time of conclusion of the contract and typical for the contract. The same shall apply if you are entitled to claims for damages instead of performance.
- 6.4. Liability claims that go beyond the liability stipulated in this clause 6 do not apply to us, irrespective of the legal nature of the claims you assert against us.

7. Limitation period for the purchase of second-hand goods

- 7.1. The limitation period for claims arising from material defects and defects of title for the purchase or delivery of second-hand goods is one year as from delivery. If acceptance has been agreed upon, the limitation period shall commence upon acceptance.
- 7.2. This shall not apply to claims for damages by the buyer within the meaning of clause 6, for which the statutory limitation periods shall apply.

8. Retention of title

- 8.1. The delivered goods (reserved goods) shall remain our property until all claims arising from this contract have been paid in full.
- 8.2. The buyer must treat the reserved goods with care. The buyer must insure the goods at its own expense against fire, water damage and theft to cover their replacement value.
- 8.3. In the event of seizure of the reserved goods by third parties or other interventions by third parties, the buyer must draw attention to our ownership and must inform us immediately in writing

so that we can enforce our ownership rights. If the third party is unable to reimburse us for the judicial or extrajudicial costs incurred in this respect, the purchaser shall be liable for such costs.

9. Final provision, applicable law

The laws of the Federal Republic of Germany shall apply to our contract. The application of the UN Convention on Contracts for the International Sale of Goods shall be excluded.