

General Terms and Conditions of Heinze & Streng GmbH

as of february 2022

1. Scope of application

- 1.1. All deliveries, services and offers of Heinze & Streng GmbH (hereinafter also referred to as "contractor") shall be made exclusively on the basis of these General Terms and Conditions (GTC). These are an integral part of all contracts concluded by the contractor with its contractual partners (hereinafter also referred to as "client") for the deliveries or services offered by it. They shall also apply to all future deliveries, services or offers to the client, even if they are not separately agreed again.
- 1.2. These General Terms and Conditions shall apply exclusively; any General Terms and Conditions of the client that conflict with or deviate from these General Terms and Conditions shall not be recognized unless the contractor has expressly agreed to their validity in writing.

2. Offers, conclusion of contracts and documents

- 2.1. The contractor's offers are subject to change until the final confirmation of the order.
- 2.2. The order of the client is a binding offer.
- 2.3. The legal relationship between the contractor and the client shall be governed solely by the written contract including these General Terms and Conditions. This shall fully reflect all agreements between the contracting parties on the subject matter of the contract. Verbal promises made by the contractor prior to the conclusion of this contract shall not be legally binding and verbal agreements of the contracting parties shall be replaced by the written contract.
- 2.4. Additions and amendments to the agreements made, including these GTC, must be made in writing in order to be effective.
- 2.5. Information provided by the contractor on the object of the delivery or service (e.g. product descriptions and technical data) as well as representations of the same by the contractor (e.g. drawings and illustrations) are only approximately authoritative, unless the usability for the contractually intended purpose requires an exact match. They are not guaranteed characteristics, but descriptions or identifications of the delivery or service. Deviations that are customary in the trade and deviations that occur due to legal regulations or represent technical improvements are permissible insofar as they do not impair the usability for the contractually intended purpose.
- 2.6. The contractor shall retain ownership or copyright of all offers and cost estimates submitted by it as well as drawings, illustrations, calculations, brochures, catalogs, models, tools and other documents and aids made available to the client. The client may not make these items available to third parties, either as such or in terms of content, disclose them, use them itself or through third parties, or reproduce them without the express consent of the contractor. At the request of the contractor, he shall return these items in full to the contractor and destroy any copies made if they are no longer required by him in the ordinary course of business or if negotiations do not lead to the conclusion of a contract. Excluded from this is the storage of electronically provided data for the purpose of usual data backup. The data and information contained in the documents in each case do not constitute any warranty promises; warranty promises require in any case an express written confirmation by the contractor. In the event of access by third parties, the client shall draw attention to the contractor's rights and notify them without delay.

- 2.7. At the beginning of the respective contractual cooperation, the contractor usually creates ideas, concepts and drafts. These may only be used by the client for the purpose of viewing and testing. Explicitly prohibited is the use on the website of the client, the provision to third parties or similar uses such as further processing of a design for own presentations. If the ideas, concepts and designs are nevertheless used without the client acquiring a right of use, the contractor is entitled to assert any claims for damages against the client.

3. Prices/ Payment terms

- 3.1. The prices shall apply to the scope of performance and delivery listed in the order confirmations. Additional or special services are charged separately. Prices are quoted in Euro ex works plus packaging, the statutory value added tax, customs duty for export deliveries as well as fees and other public charges.
- 3.2. Prices can be agreed as a binding fixed price, as a percentage fee, as a guideline price or on an hourly basis; they always apply plus the statutory value-added tax. The parties shall have the right to renegotiate an appropriate increase in prices if the time between the order confirmation and the delivery date exceeds 12 months due to reasons beyond the contractor's control.
- 3.3. If the scope of the respective order performance is changed by mutual agreement during the execution of the order, in particular if it is expanded, the contractor may demand a corresponding adjustment of the agreed prices and remunerations, in particular an increase thereof. The contractor shall be entitled to temporarily suspend the performance of the contractual services until an agreement is reached on a corresponding adjustment of the prices and remunerations, if the contractor has notified the client thereof in writing in advance. Any delays resulting from this shall not be borne by the contractor. A unilateral change of the order performance by the client is excluded.
- 3.4. Unless otherwise agreed, the contractor shall be entitled to demand an appropriate advance payment at its reasonable discretion and to issue partial invoices in sections for contract work already performed or depending on the progress of the work.
- 3.5. All invoices of the contractor are due for payment immediately upon receipt, strictly net cash.
- 3.6. Upon expiry of the aforementioned payment deadline, the client shall be in default of payment. During the period of default, the purchase price shall bear interest at the statutory default interest rate applicable at the time. The contractor reserves the right to assert further damage caused by delay.
- 3.7. The client shall only be entitled to set-off rights if its counterclaims have been legally established, are undisputed or have been acknowledged by the contractor. The client shall only be entitled to exercise a right of retention insofar as its counterclaim is based on the same contractual relationship.
- 3.8. The contractor shall be entitled to perform or render outstanding deliveries or services only against to perform or provide outstanding deliveries or services only against advance payment or provision of security if, after the conclusion of the contract, it becomes aware of circumstances which are likely to substantially reduce the creditworthiness of the client and which jeopardize the payment of the contractor's outstanding claims by the client arising from the respective contractual relationship (including from other individual orders to which the same framework agreement applies).

4. Delivery and performance time

- 4.1. The time of performance results from the agreements of the contracting parties. Their observance by the contractor presupposes that all commercial and technical questions between the contracting

parties have been clarified and that the client has fulfilled all obligations incumbent upon it, such as the procurement of documents, approvals or the payment of a deposit. If this is not the case, the delivery time shall be extended accordingly. This shall not apply if the contractor is responsible for the delay.

- 4.2. Deadlines and dates for deliveries and services promised by the contractor shall always apply only approximately, unless a fixed deadline or date has been expressly promised or agreed. If shipment has been agreed, delivery periods and delivery dates refer to the time of handover to the forwarding agent, carrier or other third party commissioned with the transport. The risk of transmission (e.g. damage, loss, delay), regardless of the medium used for transmission, shall be borne by the client.
- 4.3. The contractor may - without prejudice to its rights arising from default of the client - demand from the client an extension of delivery and performance deadlines or a postponement of delivery and performance dates by the period during which the client fails to meet its contractual obligations towards the contractor.
- 4.4. If the client is responsible for a delay, it shall bear the additional costs incurred for waiting times and additionally required travel times of the contractor's personnel.
- 4.5. The contractor shall not be liable for impossibility of performance or delivery or for delays in performance or delivery insofar as these are caused by force majeure or other events unforeseeable at the time of conclusion of the contract (e.g. operational disruptions of any kind, difficulties in procuring materials or energy, transport delays, strikes, lawful lockouts, shortages of labor, energy or raw materials, difficulties in procuring necessary official permits, official measures and orders as well as epidemics and pandemics or the absence of, incorrect or untimely delivery by suppliers) for which the contractor is not responsible. Insofar as such events make it significantly more difficult or impossible for the contractor to provide the delivery or service and the hindrance is not only of temporary duration, the contractor shall be entitled to withdraw from the contract. In the event of hindrances of temporary duration, the delivery or service deadlines shall be extended or postponed by the period of the hindrance plus a reasonable start-up period. Insofar as the client cannot reasonably be expected to accept the delivery or service as a result of the delay, it may withdraw from the contract by means of an immediate written declaration to the contractor.
- 4.6. The contractor shall only be entitled to make partial deliveries if
 - a) the partial delivery is usable for the client within the scope of the contractual intended purpose,
 - b) the delivery of the remaining ordered goods is ensured and
 - c) the client does not incur any significant additional expenses or costs as a result (unless the contractor agrees to bear these costs)
- 4.7. In case of delay, the client shall be entitled to claim a lump-sum compensation for delay in the amount of 0.5% of the order value for each completed week of delay, but not more than 5% of the order value. The contractor reserves the right to prove that the client has not suffered any damage or that the damage is significantly less than the aforementioned lump sum. Further claims for damages and reimbursement of expenses of the client due to delay are excluded; this shall not apply insofar as liability exists in cases of intent, gross negligence or one of the constellations mentioned in clause 7.5.
- 4.8. The client shall be liable vis-à-vis the contractor for ensuring that the services provided by the client and the documents, information, data and objects provided by the client within the scope of its cooperation are free of third-party property rights that preclude or impair their use by the contractor in accordance with the contract

5. Place of performance/ shipping/ packing/ transfer of risk/ acceptance

- 5.1. Place of performance for all obligations arising from the contractual relationship is Mengerskirchen, unless otherwise specified.
- 5.2. The method of shipment and packaging are subject to the dutiful discretion of the contractor.
- 5.3. The risk shall pass to the client at the latest when the goods are handed over to the third party designated to carry out the shipment. This shall also apply if partial deliveries are made or the contractor has assumed other services (e.g. installation).
- 5.4. The shipment shall be insured by the contractor against theft, breakage, transport, fire and water damage or other insurable risks only at the express request of the client and at the client's expense.
- 5.5. Insofar as acceptance has to take place, the object of purchase or the work shall be deemed to have been accepted if
 - a) the delivery and, if the contractor also owes the installation, the installation has been completed,
 - b) the contractor has notified the client of this with reference to the deemed acceptance pursuant to this clause 5.5 and has requested the client to accept the goods,
 - c) 12 working days have elapsed since delivery or installation or the client has started using the purchased item or the work and in this case six working days have elapsed since delivery or installation and
 - d) the client has refrained from acceptance within this period for a reason other than a defect notified to the contractor which makes the use of the purchased item or the work impossible or significantly impairs it.

6. Material and legal defects

- 6.1. The warranty period shall be one year from delivery or performance or, if acceptance is required, from acceptance. This shall not apply insofar as the law prescribes longer periods and in cases of injury to life, body or health, in the event of an intentional or grossly negligent breach of duty by the contractor and in the event of fraudulent concealment of a defect.
- 6.2. The delivered items shall be carefully inspected immediately after delivery to the client or to the third party designated by the client. With regard to obvious defects or other defects that would have been recognizable in the course of an immediate, careful inspection, they shall be deemed to have been approved by the client if the contractor does not receive a written notice of defect within seven working days after delivery. With regard to other defects, the delivery items shall be deemed to have been approved by the client if the notice of defect is not received by the contractor within seven working days after the time at which the defect became apparent; however, if the defect was already apparent at an earlier time during normal use, this earlier time shall be decisive for the commencement of the period for giving notice of defect.
- 6.3. In the event of material defects of the delivered items, the contractor shall first be obligated and entitled to rectify the defect or to make a replacement delivery at its discretion within a reasonable period of time. In the event of failure, i.e. impossibility, unreasonableness, refusal or unreasonable delay of the rectification or replacement delivery, the client may withdraw from the contract or reasonably reduce the purchase price.

- 6.4. If a defect is due to the fault of the contractor, the client shall be entitled to claim damages under the conditions set out in Section 7 of these General Terms and Conditions.
- 6.5. The warranty shall not apply if the client modifies the object of delivery or service without the consent of the contractor or has it modified by third parties and the rectification of defects is thereby rendered impossible or unreasonably difficult. In any case, the client shall bear the additional costs for the rectification of defects resulting from the modification.
- 6.6. Any delivery of used items agreed with the client in individual cases shall be made to the exclusion of any warranty for material defects.

7. Liability/ Damages

- 7.1. The contractor shall pay damages, irrespective of the legal grounds, exclusively in accordance with the principles set out below.
- 7.2. The contractor shall be liable without limitation in the event of intent and gross negligence for damages resulting from a breach of the duty of care.
- 7.3. In cases of slight negligence, the contractor shall be liable for the breach of material contractual obligations for the damage typical for the contract and foreseeable at the time of conclusion of the contract. In other cases of slightly negligent breach of duty, the contractor's liability shall be excluded. Material contractual obligations are all obligations the fulfillment of which is essential for the proper performance of the services and the observance of which the client regularly relies on and may rely on. Indirect damage and consequential damage resulting from defects of the delivery item shall only be compensable insofar as such damage is typically to be expected when using the delivery item as intended.
- 7.4. Furthermore, liability for damages - regardless of the legal nature of the asserted claim - is excluded. In particular, the contractor shall not be liable for unforeseeable damages.
- 7.5. The restrictions and limitations according to clauses 7.1. to 7.4. shall not apply to damages to life, body and health, liability under warranties, liability under the Product Liability Act and under mandatory other statutory provisions.
- 7.6. The above limitations of liability (7.1. to 7.5.) shall apply equally to breaches of duty by the organs and vicarious agents of the contractor and to claims for reimbursement of futile expenses (§ 284 BGB). A change in the burden of proof to the detriment of the client is not associated with the above provisions.
- 7.7. Insofar as the contractor provides technical information or acts in an advisory capacity and this information or advice is not part of the contractually agreed scope of services owed by it, this shall be done free of charge and to the exclusion of any liability.

8. Copyrights and rights of use

- 8.1. The client warrants that all rights to the templates, texts, graphics, presentations, etc. provided to the contractor are held by the client. With regard to all third party claims in this respect, the client shall indemnify the contractor in the internal relationship.
- 8.2. The client shall acquire the simple right of use to all work produced by the contractor within the scope of an order for the contractually agreed duration and to the contractually agreed extent. The transfer of the rights of use shall apply to the territory of the Federal Republic of Germany. Uses that go

beyond this territory require a separate written agreement. All transfers of rights of use shall be subject to the condition precedent of full payment of the contractually agreed remuneration.

- 8.3. If the contract is terminated prematurely, all documents, files, sketches and drafts shall be returned to the contractor without delay. The client is not permitted to further use or develop the ideas and concepts already viewed.
- 8.4. The services developed within the scope of an order are protected as personal intellectual creations by the copyright Act and shall remain with the contractor. The provision shall be deemed to have been agreed even if the level of creation required under the Copyright Act has not been reached.
- 8.5. The cooperation of the client and/or its employees shall have no influence on the amount of the agreed remuneration and shall not establish any joint copyright to the works and works developed and produced. The client shall also not receive any rights of use to designs rejected or not executed by him.
- 8.6. The services and works of the contractor may not be changed by the client or third parties commissioned by the client, neither in the original nor in the reproduction. Any imitation, including that of parts of the work, shall be inadmissible. The transfer of granted rights of use to third parties and/or multiple uses shall be remunerated, unless contractually agreed, and shall require the contractor's consent.
- 8.7. For each case of infringement of the above provisions, a contractual penalty shall become due which the contractor shall set at its reasonable discretion and which may be reviewed in court in the event of a dispute. The contractor shall be entitled to information about the scope of use.
- 8.8. The contractor shall be entitled to name the client as a reference and to list it on its website and, if necessary, to use logos of the client for this purpose. Self-promotion may be excluded by contract between the contractor and the client.
- 8.9. The contractor may sign the advertising materials developed by it appropriately and in accordance with industry practice and publish the order placed for its own advertising. This signing and advertising use may be excluded by a corresponding separate agreement between the contractor and the client.

9. Confidentiality

The client and the contractor are mutually obliged to treat all information regarding the business and operational affairs of the respective other party as strictly confidential and to use it only within the scope of the purpose of the respective order placed. Within the scope of this purpose, the contractor shall be entitled to disclose the information to third parties.

10. Jurisdiction/ Applicable Law/ Effectiveness

- 10.1. Insofar as the client is a merchant within the meaning of the German Commercial Code, a legal entity under public law or a special fund under public law, Siegen shall be the exclusive place of jurisdiction for all disputes arising directly from the contractual relationship.
- 10.2. The contract shall be governed by the laws of the Federal Republic of Germany to the exclusion of private international law (IPR) and the United Nations Convention on Contracts for the International Sale of Goods (CISG).
- 10.3. The invalidity of individual provisions of these GTC shall not affect the validity of the remaining provisions.