

General terms and conditions / terms of sale and payment

TERMS OF SALE AND PAYMENT

1. Declarations of intention, especially offers, the acceptance of offers, proposals, consultations, additional services as well as deliveries and services of the seller, the Stöbich Brandschutz GmbH, represented by the Stöbich Verwaltungs GmbH, represented by the managing directors, are exclusively based on and including the present general terms and conditions. These also apply to all future business relations, even if they are not expressly agreed upon again. At the latest with the receipt of the goods or service these conditions are considered as accepted by the contracting party. Counter-confirmations of the buyer with reference to his terms and conditions of business or purchase are hereby contradicted.

2. Offer: All offers are subject to confirmation. We reserve the right to make technical changes as well as changes in form/colour and/or weight within the scope of reasonableness. Unless otherwise stated, the Seller shall be bound by the prices contained in his offers for 90 days from the date of the offer. Decisive are the prices stated in the Seller's order confirmation plus the respective statutory value added tax. Additional deliveries and services will be charged separately.

3. order, delivery and service Orders are deemed to have been accepted when they have been confirmed by us in writing or when the goods have been delivered. Verbal agreements, including those made by our representatives or vicarious agents, are legally ineffective without our written confirmation. The acceptance of all orders is always subject to the availability of delivery, in particular the correct and timely delivery by our supplier. This only applies in the event that we are not responsible for the non-delivery. If there is finally no delivery possibility, the seller will notify the customer within a period of 2 weeks after becoming aware of this and will immediately refund any payments already made. The dates and periods stated by the Seller are non-binding, unless otherwise expressly agreed in writing. The Seller shall not be responsible for delays in delivery and performance due to force majeure and due to events which make delivery by the Seller considerably more difficult or impossible - this also includes subsequently occurring difficulties in procuring materials, operational disruptions, strikes, lock-outs, personnel shortages, lack of means of transport, official orders etc., even if they occur at the Seller's suppliers or sub-suppliers - even if binding deadlines and dates have been agreed. Such events entitle the Seller to postpone the delivery or service by the duration of the hindrance

plus a reasonable start-up time or to withdraw from the contract in whole or in part with regard to the part not yet fulfilled. If the hindrance lasts longer than 3 months, the buyer is entitled to withdraw from the contract with regard to the unfulfilled part after setting a reasonable grace period. Until then, the seller is entitled to partial deliveries and partial services at any time. If the seller is responsible for the non-observance of bindingly agreed deadlines and dates or is in default, the buyer is entitled to compensation for default in the amount of 2% for each full week of the default, but not exceeding a total of 5% of the invoice value of the deliveries and services affected by the default, with reference to § 11. Any further claims, especially claims for damages of any kind, are excluded.

4. Transport risk: the risk shall pass to the buyer as soon as the consignment has been handed over to the persons carrying out the transport or has left the seller's warehouse for the purpose of shipment. If shipment becomes impossible through no fault of the seller, the risk shall pass to the buyer upon notification of readiness for shipment. This shall also apply in the case of agreement on carriage paid prices and delivery to a warehouse or construction site.

5) If the agreement "delivery free building site" is made, it means delivery without unloading by us under the condition of a drivable access road. The delivery will be announced by us in good time. Unloading must be carried out immediately and properly by workers provided by the buyer in sufficient numbers. We reserve the right to charge for waiting times. The customer shall bear the risk of deterioration and loss of materials delivered by us to the construction sites until the final completion of the work commissioned to us, unless deterioration and loss are due to gross negligence on the part of the seller's employees.

6. Declarations of intent which are aimed at the agreement of a contractual penalty will not be accepted. No declaration or actual conduct may be interpreted or understood to mean that it can be seen as acceptance of a corresponding declaration of intent.

7. Payment Invoices are due for payment 10 days after receipt. Default occurs if payment is not made within 30 days of the invoice or an equivalent request for payment. From this date, the statutory default rules shall apply, according to which the principal claim shall bear interest at 8% above the respective base rate. The Seller is at liberty to prove and claim higher damages caused by default.

8. 30% of the agreed purchase price or compensation for work are due for payment after confirmation of the order by the seller, 30% after his notification of readiness for dispatch, 30% after completion of the installation and 10% after commissioning. If the validity of the VOB/B has been agreed, the payment modalities regulated therein shall apply instead. Should changes occur in the circumstances of a customer which endanger the purpose of the contract, we reserve the right to withdraw from the offer or sale.

9 Retention of title: All deliveries under retention of title. The delivered goods shall remain our property until all claims arising from the business relationship as a whole have been met in full. The retention of title also remains in force if individual claims have been included in a current invoice and the balance has been struck and accepted. If the delivered goods are processed into a new item by the buyer, the processing is carried out for us. The buyer cannot acquire ownership of the processed goods. In the event of processing with other goods not belonging to us, we shall acquire co-ownership of the new item in proportion to the value of the goods supplied by us and the other goods at the time of processing. This new item is considered to be a reserved good in the sense of these conditions. The buyer must reserve the conditional ownership of the goods to which he is entitled vis-à-vis his customers until they have paid the purchase price in full. The invoice value of the goods delivered by the seller for this transaction has already been assigned to the buyer from the claim which the buyer acquires on resale upon conclusion of the contract on the basis of this offer or confirmation. In the event of assignment, the buyer can only collect the claim on behalf of the seller. Upon request of the Seller, the Buyer shall inform the Seller of the debtors of the assigned claims. The seller may notify the debtors of the assignment. If the resale takes place together with other goods not belonging to us at a total price, the buyer hereby assigns his claims from the resale to us at the amount corresponding to the value of the goods subject to retention of title. We accept the assignment already now. If the goods subject to retention of title are installed by the buyer as an essential component in the property of a third party, the buyer hereby assigns to us his claim to remuneration accruing to him against the third party or against the party to whom it relates in the amount corresponding to the value of the goods subject to retention of title. We accept the assignment already now. The buyer must keep incoming amounts of money which are partly or entirely attributable to reserved goods separately and transfer them to us without delay. Even if the buyer does not meet this obligation, the seller is entitled to the collected amounts and must keep them separately. The buyer must inform the seller immediately of any access by third parties to the goods delivered under retention of title or to the assigned claims. The buyer is obliged to secure the delivered goods against the risk of theft and to provide the seller with evidence of the conclusion of insurance upon the seller's request.

10. Warranty claims: Companies must notify us in writing of obvious defects within a period of two weeks from receipt of the goods; otherwise the assertion of warranty

claims is excluded. Timely dispatch suffices to comply with the deadline. The buyer bears the full burden of proof for all claim requirements, in particular for the defect itself, for the time of detection of the defect and for the timeliness of the notice of defects. We guarantee that our delivery and service has the contractually assured properties at the time of handover, is free of defects and corresponds to the agreed scope of delivery. With regard to the quality of the goods, only the manufacturer's product description shall be deemed agreed. Public statements, recommendations or advertising by the seller do not constitute a contractual description of the quality of the goods. The buyer does not receive guarantees in the legal sense from us. Manufacturer's guarantees remain unaffected by this. Furthermore, warranty is only given under the condition of proper operation in accordance with the operating instructions, as well as the necessary monthly functional tests by the operator, as prescribed by the Institut für Bautechnik in Berlin. We shall only be liable for defects in the delivery, which also includes the absence of expressly warranted characteristics, to the exclusion of further claims in such a way that we are given the opportunity to repair or replace free of charge, at our reasonable discretion and at our discretion, all those parts which are proven to be unusable or considerably limited in their usability in cash as a result of a circumstance occurring prior to the transfer of risk - particularly due to faulty design, poor materials or defective workmanship. The discovery of such defects must be notified to us immediately in writing. If the customer receives faulty assembly instructions, we are only obliged to supply faultless assembly instructions and this only if the fault in the assembly instructions prevents proper assembly. The warranty is limited to one year from delivery. In addition, our liability is limited to the foreseeable, contract-typical, direct average damage typical for the contract according to the type of goods Stöbich Brandschutz GmbH - Pracherstieg 6 - 38644 Goslar. This also applies to slightly negligent breach of duty by our legal representatives or vicarious agents. Our liability is excluded in the case of slightly negligent breach of insignificant contractual obligations.

11) Assembly: If the assembly of the object of the contract is agreed, the assembly prices offered are subject to the condition that the work can be carried out without interruption of normal working hours. Any work performed outside normal working hours will be invoiced by us at the surcharges in accordance with the currently valid surcharge price lists, insofar as this is required by circumstances for which the customer is responsible or is requested by him for other reasons. The assembly locations must be freely accessible to our fitters. Our assembly work must not be hindered by other trades or similar. Should such or other obstructions or delays and waiting hours occur for reasons for which we are not responsible, these will be charged according to the currently valid surcharge price list. The following must be available free of charge at the construction site for the assembly: a) Power distribution in accordance with the UVV with 1 Euro socket 400 Volt, 16A, 1 earthed socket 230 Volt. b) Use of the building transport equipment, c) A dry, lockable storage room for material, d) A final changing room for our assembly staff and the use of the sanitary facilities.

12) Should individual provisions of the contract with the buyer, including these General Terms and Conditions, be or become invalid in whole or in part, the validity of the remaining provisions shall not be affected. The wholly or partially invalid provision shall be replaced by a provision whose economic success comes as close as possible to that of the invalid provision. 13 Place of performance is Goslar. The place of jurisdiction for all disputes arising from the contract is Goslar. German law is agreed, including the Vienna Convention on the International Sale of Goods (CISG).