

General Terms and Conditions GTC (valid since October 20, 2019)

§ 1 Scope, Form

(1) These General Terms and Conditions ("GTC") apply to all business relationships between us, LuvSide GmbH, Krankenhausstr. 18, 86911 Diessen (Germany), and our customers ("Buyer"). The GTC apply only if the Buyer is an entrepreneur (§ 14 BGB), a legal entity under public law, or a special fund under public law.

(2) The GTC apply in particular to contracts for the sale and/or delivery of movable goods ("Goods"), regardless of whether we manufacture the Goods ourselves or purchase them from suppliers (§§ 433, 650 BGB). Unless otherwise agreed, the GTC apply to similar future contracts, in the version valid at the time of the Buyer's order or, in any case, in the version last communicated to the Buyer in writing as Offer No.: Framework Agreement, without us having to refer to them again in each individual case.

(3) Our GTC exclusively apply. Deviating, conflicting, or supplementary general terms and conditions of the Buyer shall only become part of the contract if we have expressly agreed to their validity. This requirement for consent applies in any case, even if we carry out the delivery to him without reservation, knowing the Buyer's general terms and conditions.

(4) Individual agreements with the Buyer made in individual cases (including side agreements, additions, and changes) take precedence over these GTC in any case. The content of such agreements is, subject to contrary evidence, determined by a written contract or our written confirmation.

(5) Legally relevant declarations and notices of the Buyer in connection with the contract (e.g. setting a deadline, notice of defects, withdrawal, or reduction) must be made in writing, i.e., in written or text form (e.g. letter, email, fax). Legal formal requirements and further evidence, especially in case of doubts about the legitimacy of the declarant, remain unaffected.

(6) References to the applicability of statutory provisions have only clarifying meaning. Therefore, the statutory provisions apply even without such clarification, unless they are directly modified or expressly excluded in these GTC.

§ 2 Conclusion of Contract

(1) Our offers are non-binding and subject to change. This also applies if we provide the Buyer with catalogs, technical documentation (e.g. drawings, plans, calculations, references to DIN standards), other product descriptions, or documents - also in electronic form - to which we reserve ownership and copyright.

(2) The order of Goods by the Buyer constitutes a binding offer to enter a contract. Unless the order specifies otherwise, we are entitled to accept this offer within 14 days of its receipt.

(3) Acceptance can be declared either in writing (e.g. by order confirmation) or by delivering the Goods to the Buyer.

§ 3 Delivery Time and Default of Delivery

(1) The delivery time is agreed individually or specified by us upon acceptance of the order.

(2) If we are unable to meet binding delivery deadlines for reasons beyond our control (non-availability of the service), we will immediately inform the Buyer and provide the estimated new delivery deadline. If the service is still not available within the new delivery deadline, we are entitled to withdraw from the contract in whole or in part; any consideration already provided by the Buyer will be refunded promptly. Non-availability of the service in this sense, includes late delivery by our

supplier if we have concluded a congruent covering transaction, neither we nor our supplier are at fault, or we are not obliged to procure the goods in the individual case.

(3) Our default of delivery is determined according to statutory regulations. However, a reminder by the Buyer is always required. If we are in default of delivery, the Buyer can demand lump-sum compensation for its delay damage. The lump-sum compensation is 0.5% of the net price (delivery value) per completed calendar week of delay, but not exceeding 5% of the delivery value of the delayed Goods in total. We reserve the right to prove that the Buyer has suffered no damage or significantly lower damage than the aforementioned lump sum.

(4) The Buyer's rights under § 8 of these GTC and our statutory rights, especially in the case of exclusion of the obligation to perform (e.g. due to impossibility or unreasonableness of performance and/or subsequent performance), remain unaffected.

§ 4 Delivery, Transfer of Risk, Acceptance, Default of Acceptance

(1) Delivery is ex-warehouse, where the place of performance for delivery and any subsequent performance is located. At the Buyer's request and expense, the Goods can be shipped to another destination (sale by dispatch). Unless otherwise agreed, we are entitled to determine the type of shipment (in particular transport company, shipping route, packaging) ourselves.

(2) The risk of accidental loss and accidental deterioration of the Goods passes to the Buyer at the latest upon handover. However, in the case of sale by dispatch, the risk of accidental loss and accidental deterioration of the Goods, as well as the risk of delay, passes to the Buyer upon delivery of the Goods to the carrier, freight forwarder, or other person or institution designated to carry out the shipment. If acceptance is agreed, it is decisive for the transfer of risk. The statutory provisions of the law on contracts for work and services apply accordingly for an agreed acceptance. Acceptance or acceptance is equivalent to the Buyer being in default of acceptance.

(3) If the Buyer is in default of acceptance, fails to cooperate, or delays our delivery for other reasons attributable to the Buyer, we are entitled to demand compensation for the resulting damage, including additional expenses (e.g. storage costs). For this, we charge a flat-rate compensation of 0.5% per calendar week, but not exceeding a total of 5% of the value of the Goods for the case of final non-acceptance per calendar day, starting with the delivery deadline or - in the absence of a delivery deadline - with the notification of the Goods being ready for shipment. The Buyer reserves the right to prove that we have suffered no damage or significantly lower damage than the aforementioned lump sum.

§ 5 Prices and Payment Conditions

(1) Unless otherwise agreed in individual cases, our prices applicable at the time of the conclusion of the contract apply, ex-warehouse, plus statutory value-added tax.

(2) In the case of sale by dispatch (§ 4 para. 1), the Buyer bears the transport costs from the warehouse and the costs of any transport insurance requested by the Buyer. Any customs, fees, taxes, and other public charges are borne by the Buyer.

(3) The purchase price is due and payable within 14 days from the date of the invoice and delivery or acceptance of the Goods. However, we are entitled, even within an ongoing business relationship, to only perform the delivery against prepayment. We declare such a reservation at the latest with the order confirmation.

(4) An advance payment according to § 311 II BGB or §§ 280 ff. BGB provides a basis for the Seller to produce the Goods. If the Buyer later decides to cancel the contract for personal reasons, the

contract can only be terminated with a mutually signed termination agreement. The right to cancel exists only due to faulty product features and services. The advance payment will be divided between the parties in a commercial ratio of 50/50 upon cancellation of the contract.

(5) Upon expiry of the above payment period, the Buyer is in default. The purchase price is subject to interest during the default at the applicable statutory default interest rate. We reserve the right to claim further damages caused by default.

(6) The Buyer shall only be entitled to set-off or retention rights to the extent that his claim has been legally established or is undisputed. In the event of defects in the delivery, the counter-rights of the Buyer remain unaffected, in particular in accordance with § 7 para. 6 sentence 2 of these GTC.

(7) If it becomes apparent after the conclusion of the contract (e.g. by filing for insolvency), that our claim to the purchase price is jeopardized by the Buyer's inability to pay, we are entitled to refuse performance and - after setting a deadline - to withdraw from the contract (§ 321 BGB). In contracts to produce unspecified items (custom-made products), we can declare withdrawal immediately; the statutory provisions on the dispensability of setting a deadline remain unaffected.

§ 6 Retention of Title

(1) We reserve ownership of the delivered Goods until full payment of all claims arising from the delivery contract (including any follow-up orders or additional orders). This also applies to all future deliveries, even if we do not always expressly refer to it. We are entitled to take back the purchased item if the Buyer behaves in a contrary manner in breach of the contract, in particular in the event of default in payment.

(2) The Goods subject to retention of title may neither be pledged to third parties nor assigned as security before full payment of the secured claims. The Buyer must notify us immediately in writing if and to the extent that third parties access Goods belonging to us.

(3) If the Buyer behaves in a contrary manner in breach of the contract, in particular in the event of default in payment, we are entitled to withdraw from the contract in accordance with the statutory provisions and/or demand the return of the Goods based on retention of title. The demand for return does not simultaneously include a declaration of withdrawal; we are entitled to merely demand the return of the Goods and reserve the right to withdraw. If the Buyer does not pay the due purchase price, we may only assert these rights if we have previously set the Buyer a reasonable deadline for payment without success or if such a deadline is dispensable under the statutory provisions.

(4) The Buyer is entitled to resell and/or process the Goods subject to retention of title in the ordinary course of business. In this case, the following provisions apply in addition.

(5) The retention of title extends to the full value of the products created by processing, mixing, or combining our Goods, whereby we are considered the manufacturer. If the ownership rights of third parties persist in the case of processing, mixing, or combining with goods of third parties, we acquire co-ownership in proportion to the invoice values of the processed, mixed, or combined goods. Incidentally, the same applies to the resulting product as to the Goods delivered under retention of title.

(6) The Buyer hereby assigns to us the claims against third parties arising from the resale of the Goods or the product in full or to the extent of our possible co-ownership share in accordance with the preceding paragraph. We accept the assignment. The Buyer's obligations specified in paragraph 2 also apply in view of the assigned claims.

(7) In addition to us, the Buyer remains authorized to collect the claim. We undertake not to collect the claim if the Buyer fulfills his payment obligations towards us, is not in default of payment, and, in particular, no application for the opening of insolvency proceedings has been filed or payments have been suspended. If this is the case, however, we can demand that the Buyer informs us of the assigned claims and their debtors, provides all information required for collection, hands over the associated documents, and notifies the debtors (third parties) of the assignment.

(8) If the realizable value of the securities exceeds our claims by more than 10%, we will release securities of our choice at the Buyer's request.

§ 7 Claims for Defects of the Buyer (Warranty)

(1) The statutory provisions apply to the rights of the Buyer in the event of material defects and defects of title (including incorrect and short delivery as well as improper assembly or defective assembly instructions), unless otherwise specified below. In all cases, the statutory special provisions for the final delivery of the Goods to a consumer (supplier recourse according to §§ 478, 479 BGB) remain unaffected.

(2) The primary basis for our liability for defects is the agreement made on the quality of the Goods. All product descriptions and manufacturer's specifications that are the subject of the individual contract or that have been published by us (in particular in catalogs or on our website) at the time of the conclusion of the contract are deemed to be an agreement on the quality of the Goods. If the quality has not been agreed, it must be assessed according to the statutory provisions whether there is a defect or not (§ 434 para. 1 sentence 2 and 3 BGB). However, we do not assume any liability for public statements made by the manufacturer or other third parties (e.g. advertising statements).

(3) The Buyer's claims for defects require that he has fulfilled his statutory inspection and notification obligations (§§ 377, 381 HGB). If a defect is found during the inspection or later, we must be notified of it immediately in writing. The notification is considered immediate if it is made within two weeks, whereby timely dispatch is sufficient to meet the deadline. Regardless of this inspection and notification obligation, the Buyer must notify obvious defects (including incorrect and short delivery) in writing within two weeks, whereby timely dispatch is sufficient to meet the deadline. If the Buyer fails to properly inspect and/or report the defect, our liability for the not or not timely reported defect is excluded in accordance with the statutory provisions.

(4) If the delivered item is defective, we can initially choose whether to provide subsequent performance by remedying the defect (repair) or by delivering a defect-free item (replacement delivery). Our right to refuse subsequent performance under statutory conditions remains unaffected.

(5) We are entitled to make the subsequent performance owed dependent on the Buyer paying the purchase price due. However, the Buyer is entitled to retain a reasonable part of the purchase price in proportion to the defect.

(6) The Buyer must give us the time and opportunity required for subsequent performance owed, in particular, to hand over the rejected Goods for inspection purposes. In the case of a replacement delivery, the Buyer must return the defective item to us in accordance with the statutory provisions. Subsequent performance does not include the removal of the defective item or the reinstallation if we were not originally obliged to install it.

(7) The buyer shall provide us with the necessary time and opportunity for the owed subsequent performance, in particular by handing over the disputed goods for examination purposes. In the case of replacement delivery, the buyer shall return the defective item to us in accordance with legal

regulations. Subsequent performance does not include the removal of the defective item or its reinstallation if we were not originally obligated to install it.

(8) In urgent cases, such as endangerment of operational safety or to prevent disproportionate damages, the buyer has the right to remedy the defect themselves and demand reimbursement from us for the objectively necessary expenses incurred. We must be notified immediately, if possible beforehand, of such self-performance. The right of self-performance does not exist if we are entitled to refuse corresponding subsequent performance according to legal regulations.

(9) If subsequent performance has failed or a reasonable deadline set by the buyer for subsequent performance has expired without success, or is dispensable according to legal regulations, the buyer may withdraw from the purchase contract or reduce the purchase price. However, there is no right to withdraw in the case of a minor defect.

(10) Claims of the buyer for damages or reimbursement of futile expenses exist only in accordance with § 8 and are otherwise excluded.

§ 8 Other Liability

(1) Unless otherwise stated in these general terms and conditions, we are liable for a breach of contractual and non-contractual obligations in accordance with legal regulations.

(2) We are liable for damages – regardless of the legal grounds – within the scope of liability for intent and gross negligence. In the case of simple negligence, we are liable, subject to legal liability limitations (e.g., due care in our own affairs; minor breach of duty), only.

(a) for damages resulting from injury to life, body, or health,

(b) for damages resulting from a significant breach of a fundamental contractual obligation (an obligation whose fulfillment enables the proper execution of the contract and on which the contractual partner regularly relies and may rely); in this case, our liability is limited to the replacement of the foreseeable, typically occurring damage.

(3) The liability limitations arising from paragraph 2 also apply to breaches of duty by or in favor of persons whose fault we are responsible for under statutory provisions. They do not apply if we have maliciously concealed a defect or assumed a guarantee for the quality of the goods, and for the buyer's claims under the Product Liability Act.

(4) The buyer can only withdraw or terminate the contract due to a breach of duty that does not consist of a defect if we are responsible for the breach of duty. The buyer's right to terminate the contract freely (especially according to §§ 650, 648 BGB) is excluded. Otherwise, the statutory conditions and consequences apply.

§ 9 Limitation Period

(1) Deviating from § 438 para. 1 No. 3 BGB, the general limitation period for claims arising from defects in quality and title is one year from delivery. If acceptance is agreed, the limitation period begins with acceptance.

(2) However, if the goods are a building or an item that, according to its usual use, has been used for a building and has caused its defectiveness (building material), the limitation period is 5 years from delivery in accordance with statutory regulations (§ 438 para. 1 No. 2 BGB). Other statutory special regulations on limitation periods (especially § 438 para. 1 No. 1, para. 3, §§ 444, 445b BGB) remain unaffected.

(3) The above limitation periods of the sales law also apply to contractual and non-contractual claims for damages by the buyer based on a defect in the goods, unless the application of the regular statutory limitation (§§ 195, 199 BGB) would lead to a shorter limitation period in individual cases. However, the buyer's claims for damages according to § 8 para. 2 sentence 1 and sentence 2(a), as well as under the Product Liability Act, expire exclusively according to the statutory limitation periods.

§ 10 Choice of Law and Jurisdiction

(1) These general terms and conditions and the contractual relationship between us and the buyer are governed by the laws of the Federal Republic of Germany, excluding international uniform law, in particular the UN Sales Convention.

(2) If the buyer 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 – also international – place of jurisdiction for all disputes arising directly or indirectly from the contractual relationship is our place of business. The same applies if the buyer is an entrepreneur within the meaning of § 14 BGB. However, we are also entitled to file a lawsuit at the place of performance of the delivery obligation according to these general terms and conditions or a prior individual agreement or at the buyer's general place of jurisdiction. Mandatory legal Provision, especially regarding exclusive jurisdictions, remain unaffected.