

General Terms and Conditions - Lüning Ladenbau GmbH

§ 1 Validity

(1) The deliveries, services and offers of the company Lüning Ladenbau GmbH (hereinafter referred to as the company) are made exclusively on the basis of these terms and conditions of business; they are an integral part of all contracts concluded by the company with its contractual partners (hereinafter referred to as the customers). They therefore also apply to all future business relations, even if they are not expressly agreed again.

(2) These terms and conditions shall be deemed accepted at the latest upon receipt of the goods or services. Counter-confirmations of the customer or third parties with reference to his terms and conditions of business or purchase are hereby objected to. In particular, silence, the unconditional execution of the order or the reference to letters containing deviating terms and conditions shall not be deemed to be their recognition or consent, not even in the case of future contracts.

(3) In this respect, the written contract, including these General Terms and Conditions, is solely authoritative for the legal relationship between the company and the customer. This contract fully reflects all agreements between the contracting parties regarding the subject matter of the contract. Oral promises made by the company prior to the conclusion of this contract are not legally binding and oral agreements between the contracting parties are replaced by the written contract, unless it is expressly stated that they continue to be binding.

§ 2 Offer and conclusion of contract

(1) The Company's offers are subject to change and non-binding. Declarations of acceptance and all orders must be confirmed by the company in writing or by telex in order to be legally effective, in accordance with the completeness clause from § 1 Para. 3.

(2) The quality of the subject matter of the contract is described exclusively in the Company's offers, the Company's order confirmation and the associated documents, without this constituting a guarantee within the meaning of § 443 BGB (German Civil Code).

§ 3 Prices and payment

(1) Unless otherwise stated, the Company shall be bound by the prices contained in its quotations for 30 days from the date thereof. Otherwise, the prices stated in the company's order confirmation plus the respective statutory value added tax shall be decisive. Additional deliveries and services will be charged separately. Unless otherwise agreed, the prices are FCA warehouse (location) including normal packaging.

(2) Offsetting against counterclaims of the Customer or the retention of payments due to such claims is only permissible insofar as the counterclaims are undisputed or have been legally established or arise from the same order under which the delivery in question was made.

(3) The Company shall be entitled to perform or render outstanding deliveries or services only against advance payment or the 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 Customer and as a result of which the payment of the Company's outstanding claims by the Customer arising from the respective contractual relationship (including from other individual orders to which the same framework contract applies) is jeopardised.

§ 4 Delivery, Time of Delivery and Performance, Force Majeure, Reservation of Self-Delivery

(1) If the customer orders components from a certain company, the company is entitled to deliver adequately equivalent goods from another company - as far as this does not cause any considerable disadvantages for the customer.

(2) Delays are not at the expense of the company if the customer does not fulfil his obligations to cooperate or does not fulfil them in time, in particular if he does not provide for official approvals, execution plans, documents for the specification of the subject matter of the contract, clarification of all technical details and down payments. Accordingly, 100% clarity of the order is a basic prerequisite.

(3) If, after conclusion of the contract, there are indications that the customer's ability to perform is at risk, e.g. default and suspension of payment, application for the opening of insolvency proceedings, etc., the company is entitled to refuse its performance and, after setting a deadline for the provision of securities to no avail, to withdraw from the contract and/or to demand compensation for damages. This does not apply insofar as the insolvency administrator's right of choice (§ 103 InsO) is already affected.

(4) The delivery periods confirmed by the company are always only approximate, unless a fixed period or date has been expressly agreed. If shipment has been agreed, delivery periods and delivery dates refer to the time of handover to the forwarder, carrier or other third party commissioned with the transport, unless expressly stated otherwise by the company.

(5) The company is entitled to make partial deliveries in the case of divisible deliveries and also to make early deliveries if it has been informed in advance of a specific delivery date. The entitlement exists if this is reasonable for the customer;

- in the case of partial deliveries, this is the case if the partial delivery is usable for the customer in the context of the contractual purpose, the delivery of the remaining ordered goods is ensured and the customer does not incur any additional costs (unless they are borne by the company) or significant additional expenditure as a result;

- in the case of early delivery, if costs and additional expenditure - in the above sense - are not opposed.

(6) The customer may only set the company a grace period for delivery if the agreed delivery date has been exceeded by more than two weeks. This grace period must be reasonable and at least two weeks. After fruitless expiry of the grace period, the customer may withdraw from the contract.

(7) The Company shall not be liable for impossibility of delivery or delays in delivery if these are caused by force majeure or other events unforeseeable at the time of conclusion of the contract (e.g. operational disruptions of all kinds, problems with the procurement of materials and energy, transport delays, strikes, lawful lockouts, shortages of labour, energy or raw materials, difficulties in obtaining necessary permits, official measures, the failure of suppliers to make deliveries, or insufficient, incorrect or untimely deliveries, as well as the failure of suppliers to make deliveries on time. (e.g., in the event of a delivery by a supplier that is missing, insufficient, incorrect or untimely, as well as epidemics including epidemics and pandemics insofar as a risk level of at least "moderate" has been defined by the Robert Koch Institute) for which the company is not responsible. If such events result in delivery or performance becoming considerably more difficult or impossible for the company and the hindrance is not only of temporary duration, the company is entitled to withdraw from the contract. In the case of hindrances of only temporary duration, the delivery/performance periods or dates shall be extended/postponed by the period of the hindrance plus a reasonable start-up period. Insofar as the customer cannot reasonably be expected to accept the delivery/service as a result of the delay, he may withdraw from the contract by means of an immediate written declaration to the company.

(8) If the goods are dispatched by the company on behalf of the customer by a transport company and if the company is liable for damages for exceeding the agreed delivery period or a fixed delivery date (fixed date) of the carrier possibly commissioned by the company with the transport, the liability in the sense of the regulation (applicable in the internal relationship between the company and the carrier) from § 431 para. 3 HGB is also limited between the company and the customer to three times the amount of the freight. Upon request, the company shall assign to the customer any claims it may have against the carrier as a result of the delivery period/delivery date being exceeded.

(9) A claim for damages against the company for breach of duty is limited in accordance with the provisions of § 7 of these General Terms and Conditions.

(10) In the case of goodwill withdrawals, the corresponding details in the Company's valid order confirmations, which are available to the Customer at the time of conclusion of the contract, shall apply.

§ 5 Transfer of risk

(1) If shipment of the goods has been agreed and the company has not taken over transport or installation, the risk shall pass to the customer as soon as the delivery item has been handed over to the forwarding agent, carrier or other third party designated to carry out the shipment (the start of the loading process shall be decisive). If the dispatch or the handover is delayed due to a circumstance the cause of which lies with the customer, the risk shall pass to the customer when the delivery item is ready for dispatch and the customer is notified accordingly.

(2) This shall also apply if partial deliveries within the meaning of § 4 para. 4 are made.

(3) Storage costs after transfer of risk shall be borne by the customer. In the event of storage by the Seller, the storage costs shall amount to (0.25%) of the invoice amount of

the goods to be stored per expired week. The right to claim and prove further or lower storage costs is reserved.

(4) The consignment will only be insured by the company against theft, breakage, transport, fire and water damage or other insurable risks at the express request of the customer and at the customer's expense.

§ 6 Warranty and material defects

(1) The products shall be delivered free of manufacturing and material defects; the period for asserting claims for defects (warranty period) shall be one year from delivery in the case of sale or - if acceptance is required - from acceptance of the delivery item; in the case of a contract for work and services, the law shall apply. The shortened period does not apply to claims for damages by the customer arising from injury to life, body or health or from intentional or grossly negligent breaches of duty by the seller or his vicarious agents, which are each subject to the statutory limitation period.

(2) The agreed quality of the subject matter of the contract owed by the company results exclusively from the contractual agreements with the customer as well as the production drawings agreed in this respect and not from other commercial statements, brochures, advice and the like. The assumption of a guarantee, e.g. within the meaning of § 443 BGB (German Civil Code), is not associated with this. Only express agreements on quality shall bind the company. They do not release the customer from his own inspections.

(3) The customer must carefully inspect the delivery item immediately after delivery/handover and, if necessary, carry out spot checks. Obvious defects or other defects which are recognisable in the course of an immediate, careful examination must be asserted in writing and specifically as soon as possible, but at the latest within 8 working days after delivery; otherwise they shall be deemed to have been approved. Other defects shall be deemed to have been approved by the customer if the notice of defect is not received by the company within 8 working days of the time when 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 start of the period for giving notice of defect. Until the goods have been inspected by the Company, they shall be stored properly and returned only at the express request of the Company. The return shipment shall be made carriage paid by the Customer, whereby the Company shall reimburse the Customer for the costs of the most favourable shipping route in the event of a justified notice of defect. In the event of a justified complaint, the seller shall reimburse the costs of the most favourable shipping route; this shall not apply if the costs increase because the delivery item is located at a place other than the place of intended use.

(4) The customer shall give the company the opportunity to inspect and test the object of the contract which is the subject of the complaint.

(5) The company does not provide any warranty for improper use and treatment of the subject matter of the contract. Warranty claims shall also lapse in the event of damage to or destruction of the subject matter of the contract due to improper handling or storage after the transfer of risk. Instructions and guidelines issued by the company regarding the object of sale must be complied with, as otherwise warranty claims of any kind will lapse.

(6) Defects shall be remedied by repair or replacement at the Company's 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 customer may withdraw from the contract or reduce the purchase price appropriately. A prerequisite for the rectification of defects is that the customer sets the company a reasonable deadline and grants it the opportunity to do so.

(7) If a defect is due to the fault of the Company, the Customer may claim damages in accordance with the provisions of § 7 of these General Terms and Conditions.

(8) Any delivery of used items agreed with the customer in individual cases shall be made to the exclusion of any warranty for material defects.

(9) There is no warranty for custom-made products according to the customer's specifications, calculations or construction documents, insofar as defects are based on these.

§ 7 Exclusion and limitation of liability

(1) The Company's liability for damages - irrespective of the legal grounds - in particular arising from impossibility, delay, defective or incorrect delivery, breach of contract, breach of duties during contractual negotiations and tort, shall be limited in accordance with the provisions of this § 7, insofar as fault is involved.

(2) The company shall not be liable in the event of simple negligence on the part of its organs, legal representatives, employees or other vicarious agents insofar as this does not involve a breach of material contractual obligations. Material contractual obligations are the obligation to deliver and install the delivery item on time, its freedom from defects of title as well as such material defects that impair its functionality or usability more than insignificantly, as well as advisory, protective and custodial obligations that are intended to enable the customer to use the delivery item in accordance with the contract or are intended to protect the life and limb of the customer's personnel or to protect the customer's property from significant damage.

(3) Insofar as the company is liable on the merits for damages in accordance with § 7 Para. 2, this liability is limited to damages which the company foresaw as a possible consequence of a breach of contract at the time of the conclusion of the contract or which it should have foreseen by exercising due care. Indirect damage and consequential damage resulting from defects in the delivery item are also only eligible for compensation insofar as such damage is typically to be expected when using the delivery item as intended. These above provisions in para. 3 shall not apply in the event of intentional or grossly negligent conduct by members of the company's executive bodies or senior employees.

(4) Liability arising from the assumption of a procurement risk shall only apply to the company within the framework of the provisions of § 4 para. 6 if it has expressly assumed the procurement risk by virtue of written agreements.

(5) The above exclusions and limitations of liability also apply to the same extent in favour of the company's organs, legal representatives, employees and other vicarious agents.

(6) Insofar as the company 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 the company, this is done free of charge and to the exclusion of any liability.

(7) The limitations of this § 7 do not apply to the Company's liability for intentional conduct, for guaranteed characteristics, for injury to life, body or health or under the Product Liability Act.

§ 8 Retention of title

(1) The retention of title serves to secure all current and future claims of the Company against the Customer arising from the business relationship between the contracting parties (including all current account balance claims).

(2) The delivery items/goods delivered by the Company to the Customer remain the property of the Company until all secured claims have been paid in full. The goods as well as the goods covered by the retention of title taking their place according to the following provisions are hereinafter referred to as "goods subject to retention of title".

(3) The Customer shall store the goods subject to retention of title free of charge for the Company.

(4) The customer is entitled to process and sell the goods subject to retention of title in the ordinary course of business until the event of realisation (para. 9). Pledges and transfers by way of security are not permitted.

(5) If the goods subject to retention of title are processed by the customer, it is agreed that the processing is carried out in the name and for the account of the company as manufacturer and that the company acquires direct ownership or - if the processing is carried out from materials of several owners or the value of the processed item is higher than the value of the reserved goods - co-ownership (fractional ownership) of the newly created item in the ratio of the value of the reserved goods to the value of the newly created item. In the event that the Company does not acquire such ownership, the Customer hereby assigns its future ownership or - in the aforementioned proportion - co-ownership of the newly created item to the Company as security. If the goods subject to retention of title are combined or inseparably mixed with other items to form a uniform item and if one of the items is to be regarded as the main item, so that the company or the customer acquires sole ownership, the party to whom the main item belongs shall transfer to the other party pro rata co-ownership of the uniform item in the ratio stated in sentence 1.

(6) In the event of resale of the goods subject to retention of title, the customer hereby assigns to the company by way of security all claims against the purchaser arising therefrom - in the event of co-ownership of the company in the goods subject to retention of title, in proportion to the co-ownership share. The same applies to other claims which take the place of the reserved goods or otherwise arise in respect of the reserved goods, such as insurance claims or claims in tort in the event of loss or destruction. The Company revocably authorises the Customer to collect the claims

assigned to the Company in its own name. The company may only revoke this collection authorisation in the event of realisation.

(7) In the event of access by third parties to the goods subject to retention of title, in particular seizures, the customer shall immediately inform them of the Company's ownership and notify the Company without delay so that the Company can enforce its ownership rights. Insofar as the third party is not in a position to reimburse the Company for the judicial or extrajudicial costs incurred by the Company in this connection, the Customer shall be liable to the Company for this.

(8) The Company shall release the goods subject to retention of title as well as the items or claims replacing them, insofar as their value exceeds the amount of the secured claims by more than 20%. The choice of the items to be released thereafter lies with the company.

(9) Insofar as the company withdraws from the contract in the case of behaviour contrary to the contract on the part of the customer - in particular in the case of default in payment - (case of realisation), it is entitled to demand the return of the goods subject to retention of title.

(10) The customer hereby irrevocably permits the company to enter his business premises to collect the goods subject to retention of title after withdrawal from the contract. Upon collection of the goods, the stock of goods shall be recorded and kept in the form of an inventory. A copy of the inventory shall be handed over to the customer.

§ 9 Default of acceptance

If the customer is finally no longer willing to fulfil the contract, the company is entitled to claim 25% of the order amount as compensation. The right to claim further damages (e.g. reimbursement of expenses already incurred) is reserved. The customer reserves the right to prove that the damage is lower.

§ 10 Industrial property rights

(1) The company regularly checks the goods offered for the existence of industrial property rights. The customer shall also inform the company (in particular in the case of goods specially manufactured according to the customer's order or specification) of the existence of any industrial property rights. Each contracting party shall immediately notify the other in text form if claims are asserted against it due to the infringement of such rights.

(2) In the event that the goods infringe an industrial property right in a manner attributable to the company, the company shall, at its discretion, modify or replace the goods in such a way that the rights of third parties are no longer infringed, but the goods continue to fulfil the contractually intended function, or procure the right of use for the customer by concluding a licence agreement with the third party. If the company does not succeed in doing so within a reasonable period of time, the customer is entitled to withdraw from the contract or to reduce the purchase price appropriately. Any claims for damages by the customer are subject to the limitations of § 7 of these General Terms and Conditions.

(3) If the infringement of industrial property rights is based on a circumstance attributable to the customer (e.g. failure to check and/or notify the existence of an industrial property right for goods specially manufactured on behalf of and according to the specifications of the customer), the customer undertakes to indemnify the company against any related claims for payment asserted against the company.

(4) In the event of infringements of rights by goods of other manufacturers delivered by the company, the company will, at its discretion, assert its claims against the manufacturer and pre-supplier for the account of the customer or assign them to the customer. Claims against the company exist in accordance with this paragraph only if the judicial enforcement of the aforementioned claims against the manufacturers and suppliers was unsuccessful or is futile, e.g. due to insolvency.

§ 11 Applicable law, place of jurisdiction, partial invalidity

(1) The law of the Federal Republic of Germany shall apply to these terms and conditions and the entire legal relationship between the company and the customer. The provisions of the UN Convention on Contracts for the International Sale of Goods shall not apply.

(2) If the customer is a merchant, a legal entity under public law or a special fund under public law or if he has no general place of jurisdiction in the Federal Republic of Germany, the place of jurisdiction for all disputes arising directly or indirectly from the business relationship shall be the registered office of the company. Mandatory statutory provisions on exclusive places of jurisdiction remain unaffected by this.

(3) Insofar as the contract or these General Terms and Conditions contain loopholes, those legally effective provisions shall be deemed agreed to fill these loopholes which the contracting parties would have agreed according to the economic objectives of the contract and the purpose of these General Terms and Conditions if they had known about the loophole.

§ 12 Reference to EU Dispute Resolution and Duty to Inform under VSBG (Consumer Dispute Resolution Act)

Online Dispute Resolution (Article 14 para. 1 ODR Regulation):

The European Commission provides a platform for online dispute resolution (ODR) at: <http://ec.europa.eu/consumers/odr>. We would like to inform you that we are neither willing nor obliged to participate in dispute resolution proceedings before a consumer arbitration board.

State 2022