

**1. SCOPE: NO OTHER TERMS & CONDITIONS SHALL BE APPLICABLE**

1.1 These Terms & Conditions of Sale and Delivery – hereinafter referred to as "**GT&C**" – shall apply to any and all contracts and other legal transactions between us - Dr. Hahn GmbH & Co. KG - and our contractual partner conducting business activities – hereinafter referred to as "**Ordering Party**". These GT&C shall not apply to legal transactions with consumers within the meaning of § 13 BGB (German Civil Code).

1.2 These GT&C shall apply exclusively. Contradicting conditions or conditions of Ordering Party that deviate from our GT&C shall not become contractual content even if we do not expressly object to their inclusion. If Ordering Party does not agree to this, Ordering Party must notify us of this circumstance immediately in writing.

Herewith, the standardised reference to the General Terms & Conditions of Ordering Party is being expressly objected to.

1.3 These GT&C shall also apply to any and all future legal transactions with Ordering Party.

**2. OFFERS; CONCLUSION OF CONTRACTS; ASSIGNMENT**

2.1 The general representations of our products (e. g. on the web pages or in the advertising brochures) are non-binding and do not constitute an offer to enter into a contract.

2.2 Our offers are always non-binding, unless a commitment is expressly stated in the offer.

2.3 Unless agreed upon otherwise, a contract shall only be concluded upon our written acceptance of the order which also constitutes the authoritative basis for the content and scope of our deliveries.

2.4 Ordering Party may only assign claims arising from a contract in a legally effective manner with our written approval.

**3. PRICES; TERMS & CONDITIONS OF PAYMENT, AND DEFAULT OF**

3.1 Our prices are listed purely net plus the respective applicable turnover tax, additional plus packaging, freight, customs, insurance, and installation.

3.2 Amount billed shall become due upon receipt of the invoice by Ordering Party and shall be payable to us within 30 days of receipt of invoice without any deduction.

3.3 In case of default of payment by Ordering Party, we shall be entitled - without giving up any other rights and claims we may be entitled to - to demand a default flat fee in the amount of EUR 40.00 as well as interest on arrears in the amount of 9 % above the base interest rate.

We reserve the right to prove higher damages due to this default of payment. Ordering Party shall have the right to prove to us that we did not incur damages or did incur lower damages as a result of this default of payment.

**4. DELIVERIES AND DELIVERY DEADLINES; ORDERS ON CALL**

4.1 The delivery of goods shall be carried out ex works at Ordering Party's risk. This shall apply also to partial deliveries, to which we shall be entitled, unless expressly agreed upon otherwise.

If the shipping is delayed at Ordering Party's request, the risk shall transfer to Ordering Party upon notification of readiness for shipment; the same shall also apply if shipment is delayed or made impossible without any fault on our part.

4.2 Proof of faultless packaging shall be considered to have been provided if the goods were accepted by the forwarder or carrier without objection. Ordering Party's right to prove otherwise shall remain reserved.

4.3 Fulfilment service providers may be used to deliver the goods.

4.4 Any and all delivery deadlines and schedules specified by us – hereinafter summarily referred to as "Delivery Deadlines" – shall be non-binding orientation values unless Delivery Deadlines were confirmed by us as binding.

4.5 Even the Delivery Deadlines confirmed as binding shall not start before the final clarification of the relevant technical, business, and other details, and not prior to a binding conclusion of the contract.

4.6 Provided a responsible management of goods by us, all Delivery Deadlines shall be subject reservation of correct, complete, and timely self-delivery. We will notify Ordering Party immediately of the non-availability of the respective goods and will refund Ordering Party immediately in case of withdrawal.

**5. RESERVATION OF TITLE**

5.1 Until complete payment of the purchase price, including any and all secondary claims, the goods shall remain our property.

5.2 The processing or conversion of reserved goods shall always be performed for us, without any obligation arising therefrom for us.

If the reserved goods are processed together with items not belonging to us, we shall consequently acquire co-ownership of the new object in proportion to the value of the reserved goods to the other processed items at the time at which processing took place.

If goods delivered by us are combined or inseparably blended with other movable items into a uniform object, and if the other item is to be considered the main item, it shall be deemed agreed upon that Ordering Party transfers to us proportional co-ownership to us if the main item belongs to Ordering Party. In these cases, we grant Ordering Party a prospective entitlement right in the co-ownership acquired by us. Ordering Party shall acquire our ownership share in the newly created object once the purchase price including all secondary claims has been paid.

5.3 Ordering Party shall store the owned property and/or co-owned property free of charge for us. The same provisions shall apply for the new object as for the reserved goods.

5.4 Ordering Party shall be entitled to resell the goods in the ordinary course of business. Ordering Party shall, however, already now assign to us all accounts receivable in the amount of the final invoice amount that accrue to Ordering Party against purchasers or third parties on resale, independently of whether the goods sold were resold without or after processing them. We accept the assignment herewith.

5.5 After assignment, Ordering Party shall be entitled to collect the accounts receivable. We reserve the right to collect the accounts receivable ourselves if Ordering Party does not fulfil its payment obligations in a proper manner and ends up in default of payment.

5.6 As long as the reservation of title exists, Ordering Party shall not be entitled to pledge or assign the goods as security. In case of attachments or other encroachments by third parties, Ordering Party must notify us immediately in writing. We undertake to release the securities due to us at customer's request insofar as the realisable value of our securities exceeds the secured accounts receivable by more than 10 %; the selection of the securities to be released shall be at our discretion.

**6. RIGHTS OF ORDERING PARTY IN CASE OF DEFECTS**

6.1 We shall be liable for defects only in case the legal prerequisites exist, and then within the confines of Art. 7 in accordance with the following rules and regulations.

6.2 To the extent that we are liable to Ordering Party for the removal of defects, we first shall do so through subsequent performance within a reasonable time, specifically at our discretion by means of rework or via replacement delivery.

- 6.3 Ordering Party shall grant to us no less than two attempts of subsequent performance. If those attempts fail, Ordering Party may reasonably reduce remuneration or withdraw from the contract; however, the latter shall not be possible in case of a negligible defect.
- 6.4 Ordering Party shall notify us immediately in writing of the identification of defects. Ordering Party shall communicate to us, to the extent reasonable, any and all information necessary for locating and remedying the respective defect. The provisions of § 377 HGB (German Commercial Code) shall remain unaffected by this.
- 6.5 Ordering Party shall support us, within a reasonable scope, in the removal of defects.
- 6.6 Claims for defects shall expire, except in cases of intent (including fraud) upon expiration of 12 months from the transfer of risk.

**7. LIABILITY AND LIMITATION OF LIABILITY**

- 7.1 Statements contained in our brochures, advertisements, documentation, and web pages do not constitute a declaration of warranty and do not contain any guarantee of specific features.
- 7.2 We shall be liable only in case of our own fault as well as in case of culpability of our legal representatives, executive employees, and other vicarious agents, specifically pursuant to the provisions specified below.
- 7.3 For damages that were caused intentionally or with gross negligence by us and/or our legal representatives, executive employees, and/or other vicarious agents, we shall assume unlimited liability.
- 7.4 In case of slightly negligent violation of an obligation that Ordering Party could have relied on being complied with, and the fulfilment of which only makes possible the proper execution of the contract (so-called cardinal obligation), our liability shall be limited to the damages that typically must be expected within the scope of the respective contractual relationship (so-called foreseeable damages typical for this type of contract). Otherwise, any liability for damages caused by ordinary negligence shall be excluded.
- 7.5 In the cases of the above Section 7.4, our liability shall be limited under the respective contractual relationship in its amount per claim to an amount of EUR 25,000.00, and in total to an amount of EUR 50,000.00.
- 7.6 The period of limitation of claims for defects shall be subject to Art. 6.6.
- 7.7 Liability for fraud, personal injuries, and liability in accordance with the German Product Liability Act shall remain unaffected by the above provisions.

**8. CONFIDENTIALITY; DATA PROTECTION AND DATA SECURITY**

- 8.1 The parties shall agree to treat as confidential any and all operational and business secrets and the technical and organisational information of which they obtain knowledge in the course of executing the contract – hereinafter summarily referred to as "**Confidential Information**". Information that is being published by the party to which it relates, or which constitutes generally accessible insights shall not be considered Confidential Information.
- 8.2 Ordering Party shall bear sole responsibility for compliance with the provisions of data protection laws applicable to Ordering Party.
- 8.3 Ordering Party shall authorise us to capture, store, and process - in accordance with applicable statutory regulations regarding data protection - personally identifiable information communicated to us in connection with the business relationship. Within our area of responsibility, we shall take

all reasonable measures in order to ensure compliance with the provisions of the data protection law.

- 8.4 To the extent that we utilise third parties to provide the services resulting from the respective contractual relationship, we shall be authorised to disclose to third parties Confidential Information and data of Ordering Party, if this is mandatory and legally permitted for the provision of services in accordance with the contract.
- 8.5 Furthermore, we shall be authorised to disclose Confidential Information of Ordering Party if we are required to do so due to statutory provisions, and also if these are third parties who are obliged to maintain confidentiality due to their profession.

**9. OFFSETTING AND RETENTION**

- 9.1 Ordering Party may only offset such counterclaims against our claims that have been judicially determined or have not been disputed by us.
- 9.2 Rights of retention of Ordering Party shall be permissible only to the extent that they relate to claims that are based on the same contractual relationship.

**10. APPLICABLE LAW, PLACE OF JURISDICTION, PLACE OF PERFORMANCE**

- 10.1 The law of the Federal Republic of Germany shall be applicable exclusively to all legal relationships between us and Ordering Party, excluding the provisions of the UN Convention on Contracts for the International Sale of Goods (CISG).
- 10.2 Place of performance for all deliveries, services, and payments shall be our registered place of business in Mönchengladbach (Germany).
- 10.3 Any disputes arising from this or in connection with this contractual relationship shall be subject solely to the courts of Mönchengladbach. However, we shall also be entitled to file an action at Ordering Party's registered place of business.