

General Terms and Conditions of KS Management GmbH

1. General information

1.1 (Scope of application) These General Terms and Conditions are only intended for use in transactions that relate to the customer's activity as an entrepreneur (§ 14 BGB).

1.2 (Conflicting conditions, written form, ancillary agreements) These GTC apply to the contract; other conditions do not become part of the contract, even if we do not expressly object to them. The customer may only invoke ancillary agreements prior to and upon conclusion of the contract if they are confirmed in writing without delay.

1.3 (Binding period, subject to change, data collection) Our offers are subject to change. We reserve the right to make technical improvements to our products. We can save the data important for the contract processing on EDP.

1.4 (Offsetting, retention) Offsetting or retention by the customer is only permitted with undisputed or legally established counterclaims.

1.5 (Place of fulfilment, place of jurisdiction, choice of law) The place of fulfilment is our registered office in Weikersheim. If the customer is a merchant, the place of jurisdiction is Bad Mergentheim/Ellwangen. However, we may also sue the customer at the court responsible for his registered office. German law shall apply to the exclusion of the UN Convention on Contracts for the International Sale of Goods (CISG).

2. Risk, dispatch

2.1 The risk shall pass to the customer when the goods are dispatched, even if we undertake the dispatch, export or installation ourselves.

2.2 The customer shall bear the transport, packaging and insurance costs.

2.3 The customer shall dispose of packaging at his own expense.

3. Delivery periods, reservation of self-delivery, default, damage caused by delay

3.1 We are authorised to make partial deliveries, insofar as this is reasonable for the customer.

3.2 Delivery periods are ex works. They shall only commence after clarification of the technical questions still outstanding at the time of conclusion of the contract, after receipt of documents to be procured by the customer such as drawings and authorisations and/or after advance payments to be made.

3.3 We reserve the right to correct and timely self-delivery. We shall inform the customer immediately of the non-availability or untimely availability of the delivery item. In the event of our cancellation, we shall immediately reimburse the customer for any consideration already provided.

3.4 Force majeure, as well as strikes, lockouts, operational disruptions, supply shortages and/or delayed/failed delivery by sub-suppliers for which we are not responsible shall extend the delivery periods by the delay caused thereby. The same applies in the case of additional or modified services requested by the customer.

3.5 In any case, our delay in delivery requires a reminder from the customer with a reasonable grace period.

3.6 In the event of damage caused by delay, we limit our liability for damages to 10% of the value of the delayed delivery/service. This limitation shall not apply in the event of intent, gross negligence and/or injury to life, limb or health.

3.7 The provisions of this section apply analogously to assembly periods. An installation period only begins when all preparatory work has been completed.

4. Prices, terms of payment, provision of security

4.1 Our prices are exclusive of statutory sales tax and are ex works. If there are more than 4 months between conclusion of the contract and delivery, we may, in accordance with § 315 BGB (German Civil Code), demand an appropriate price increase at our reasonable discretion, which corresponds to our cost increase up to delivery.

4.2 Unless otherwise agreed in writing, invoices are due for payment immediately without deduction. We only accept cheques on account of performance and at the customer's expense.

4.3 In the event of late payment and/or justified doubts about the customer's creditworthiness, we can make each individual delivery dependent on advance payment or a security deposit in the amount of the invoice amount.

4.4 Fixed installation prices only cover the agreed work. Additional work and waiting times for which we are not responsible will be charged at our hourly installation rates.

4.5 Our hourly assembly rates also apply to waiting, travelling and travel times. Travelling expenses are charged separately. We charge surcharges for overtime, night, Saturday, Sunday and public holiday work. The amount of these allowances is based on the provisions of the collective labour agreement and the respective local conditions. If no agreement is reached, we may determine the allowances at our reasonable discretion in accordance with § 315 BGB.

5. Assembly

5.1 The customer is responsible for carefully checking and ensuring that the actual and legal requirements for the installation of the contractual products at the installation site (e.g. roof of a building) are met. This applies in particular to static requirements, requirements for the suitability of the building substance and the prohibitions for asbestos cement roofs. The customer must obtain any necessary official approvals or neighbouring regulations himself.

5.2 If we have assumed an installation obligation, the customer shall bear the duty to ensure safety at the installation site. The customer must enable us to carry out the installation without accidents and in particular, if necessary, provide scaffolding. This includes the customer's compliance with all relevant health and safety and accident prevention regulations.

5.5 Declarations made by our fitters shall only be binding on us if they are confirmed by us in writing.

5.6 After completion of the installation or, in the case of longer work, at the end of a wage week, the customer must confirm the services of the fitters on the installation certificates submitted.

6. Retention of title, advance assignment

6.1 The delivered goods shall remain our property until they have been paid for in full without restriction. The customer may only connect the delivered goods to a building if he has paid for them in full. Until payment has been made, any connection shall only be for a temporary purpose. If we have further claims against the customer, our retention of title shall remain in force until they have been paid.

6.2 The customer may only resell goods subject to retention of title - in the ordinary course of business - if his claims arising from the resale are not assigned, pledged or otherwise encumbered.

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The customer assigns to us in advance as security the claims against his purchasers arising from the sale of goods subject to retention of title (Clause 6.1) in the amount of our invoice for the goods subject to retention of title. As long as the customer is not in default of payment for the reserved goods, he may collect the assigned claims in the ordinary course of business. However, he may only use the proportionate proceeds to pay us for the reserved goods.

6.3 At the customer's request, we shall release securities of our choice if and to the extent that the nominal value of the securities exceeds 120% of the nominal value of our outstanding claims against the customer.

6.4 In the event of default, we shall be entitled to withdraw from the contract and/or to demand the return of any goods subject to retention of title still held by the customer, even without withdrawal, and to collect the assigned claims ourselves. In order to establish our rights, we may have all of the customer's documents/books relating to our rights of retention inspected by a person bound to professional secrecy.

7. Claims for defects and compensation

7.1 We shall be liable for ensuring that our delivery goods / assembly services are free of defects upon transfer of risk. However, insignificant deviations from the agreed quality or insignificant impairments of usability are irrelevant. The owed quality, durability and use of our delivered goods shall be based exclusively on the specifications, product description and/or operating instructions agreed in writing. Any further details, in particular those contained in consultations, advertising and/or industrial standards referred to, shall only become part of the contract if expressly included in writing. If the customer wishes to use the delivered goods for other purposes and/or in a different specific installation situation than agreed, he must carefully check the suitability for this and/or the permissibility at his own responsibility. We exclude liability any such usability, suitability or permissibility not expressly confirmed by us in writing.

7.2 Subsequent fulfilment is, at our discretion, either rectification of defects or delivery of defect-free goods. The customer shall bear any increased expenses for subsequent fulfilment that arise due to the fact that the delivered goods have moved to a location other than the agreed place of fulfilment after delivery.

7.3 In the event of refusal, impossibility or failure of subsequent fulfilment, the customer has the right to reduce the price or withdraw from the contract. In the case of construction work within the meaning of §§

438 para. 1 no. 3, 634 a para. 1 no. 2 BGB, however, the cancellation is excluded.

7.4 The customer must carefully inspect the delivered goods immediately upon receipt - also for product safety - and report obvious defects immediately in writing, hidden defects immediately upon discovery. The customer must report transport damage to the deliverer immediately. In the event of non-compliance with the obligation to inspect and report defects, the customer's claims for defects are excluded.

7.5 Furthermore, we are not liable for the consequences of improper handling, use, maintenance and operation of the delivered goods by the customer or his assistants or for normal wear and tear. This also applies in particular with regard to the consequences of chemical, electrochemical or electrical influences, as well as violations of our operating instructions.

7.6 Our liability for slight negligence is limited to claims for injury to life, limb and health, to claims arising from the Product Liability Act and to claims arising from culpable breach of material contractual obligations which jeopardise the purpose of the contract. Otherwise, our liability for slightly negligent breach of material contractual obligations shall be limited to the damage typically foreseeable by us at the time of conclusion of the contract.

7.7 Claims for defects against us shall lapse within two years of delivery of the goods to the customer. Claims for damages, regardless of their legal basis, shall become time-barred within one year of delivery of the goods. The limitation of the limitation period shall not apply to claims based on fraudulent concealment of a defect, to claims under the Product Liability Act or to damages resulting from injury to life, body or health or to other damages based on intent or gross negligence.

The limitation periods according to §§ 438 para. 1 no. 2 (items for buildings), 479 para. 1 (recourse claims of the contractor) and 634 a para. 1 no. 2 (buildings or planning or monitoring services for them) BGB remain unaffected.

7.8 We are not bound by any guarantee declarations (product and performance guarantees) from manufacturers that go beyond our own liability for defects. They are to be asserted exclusively directly against the guarantors.

8. Spare parts

If we have assumed an obligation to maintain/deliver spare parts, this shall be limited to a period of 5 years after delivery. Our respective list prices apply to spare parts.

9. Industrial property rights, confidentiality

9.1 We reserve title and all industrial property rights and copyrights to our designs, samples, illustrations, technical documents, cost estimates or offers, even if the customer has assumed the costs for the designs etc. The customer may only use the designs etc. in the manner agreed with us. The customer may only use the designs etc. in the manner agreed with us. He may not produce the delivered goods himself or have them produced by third parties without our written consent.

9.2 If we deliver goods according to designs specified by the customer, the customer shall be liable to us for ensuring that their manufacture and delivery do not infringe industrial property rights and other rights of third parties. He shall compensate us for all damages resulting from such infringements.

9.3 The customer must keep secret from third parties all knowledge not in the public domain obtained from the business relationship with us.