

General Terms Of Delivery and Payment for Glaswerke Haller GmbH

1. General

- 1.1. These general terms of delivery and payment issued by Glaswerke Haller GmbH (hereinafter referred to as Haller) apply exclusively to the entire business relationship, in other words also to future business dealings. No conflicting conditions, especially conditions of purchase issued by the purchaser, will be recognised unless their applicability has been explicitly agreed on this side.
- 1.2. Our general terms of delivery and payment also apply if we unconditionally perform orders with knowledge of the purchaser's conflicting conditions or conditions differing from our general terms of delivery and payment.
- 1.3. Our quotations are fundamentally non-binding. Orders are only binding for Haller once they have been confirmed in writing.
- 1.4. Any verbal agreements deviating from the general terms of delivery and payment and our written agreements, irrespective of which type, and especially assurances made by representatives, are inoperative without explicit written confirmation.

2. Prices and payments

- 2.1. Our prices are understood to be stated in Euros ex-works, including loading in the works, but excluding packaging and in addition to the value added tax applicable at the time of invoicing unless otherwise agreed.
- 2.2. The quantities actually delivered will always be invoiced.
- 2.3. Insofar as the purchaser cannot provide samples, drawings, models or similar provisions necessary for implementation of the order, these will be provided by Haller and invoiced to the purchaser at cost.
- 2.4. Prices, insofar as they are not explicitly confirmed as "fixed prices", apply non-bindingly and entitle to a relative price adjustment if wage increases or material price increases occur within four months of conclusion of contract. These will be verified to the purchaser on request.
- 2.5. Payments must be made when due in cash without any deductions free of charge to Haller.
- 2.6. If payment deadlines specified by ourselves or payment deadlines agreed in the contract are exceeded without notification of the conditions for delay, Haller is entitled to invoice the standard bank interest applicable at the time of exceedance. Haller can demand interest on arrears at the level of five percent per annum as a minimum without further verification.
- 2.7. The purchaser is considered to be overdue if he exceeds an agreed payment target or, if the above has not been agreed, does not pay an invoice within a deadline of 30 days after due date and receipt of an invoice, or does not pay despite due date and reminder.
- 2.8. If the conditions for delay have been notified, Haller can demand interest on arrears at the level of eight percentage points above the German EZB basic interest rate insofar as it cannot prove higher default damages.
- 2.9. Bills of exchange and cheques will only be accepted as conditional payments. Expenses or other costs resulting from the above must be reimbursed in cash immediately, within one week after notification at the latest. If a bill of exchange can only be discounted at a later date as agreed (e.g. cheque payment procedure) interest on arrears will be applicable in accordance with the above provisions.
- 2.10. The purchaser is not authorised to offset unless the counterclaim is not disputed or legally enforced. The purchaser is only authorised to exercise a right of retention insofar that his counterclaim is not disputed or legally enforced and if it is based on the same contractual relationship as the demands made by Haller.
- 2.11. If the purchaser is in default of payment, if payment difficulties occur, if enforcement measures are unsuccessful or if insolvency proceedings have been opened all deferred receivables from Haller (including those due to acceptance of a bill of exchange) will become due immediately with the loss of any rebates granted or other discounts applicable to the purchaser.

3. Delivery period

- 3.1. Any stated delivery periods are only approximate. Haller is only obliged to perform the contract once the purchaser has met his contractual obligations.
- 3.2. In cases of blameless impossibility or blameless incapacity to perform by Haller, Haller is free of its obligation to supply; otherwise statutory provisions apply in this case.
- 3.3. The purchaser is obliged to accept partial deliveries unless the purchaser cannot sensibly use the partial delivery and is therefore legitimately uninterested in the above.
- 3.4. If Haller is completely or partially in default with the due performance for reasons for which it is responsible, its liability for reimbursement of the default damages is restricted to normally foreseeable damages.
- 3.5. If the purchaser is in default of acceptance or otherwise contravenes duties of cooperation, the extra costs resulting from this will be invoiced to him beginning at the month following notification of readiness to deliver (§ 373 I HGB); however at a level of 0.5% of the invoice price for each commenced month as a minimum in cases of storage at Haller. The purchaser may, however, provide verification that extra costs have not been incurred at all or are considerably lower.
- 3.6. Haller is entitled but not obliged to make use of the possibilities offered by § 373 II HGB after expiry of a time limit of 14 days to be set by Haller and notification to the purchaser.

4. Quality specifications and property rights

- 4.1. Any illustrations, photographs, printed matter etc accompanying quotations or deliveries, in addition to statements concerning dimensions, weights, performance etc., are only approximately valid; they are explicitly not considered to be warranted characteristics or quality guarantees. Haller retains the right to make revisions which serve the purpose of technical progress. Insofar as an accessory part which is noted with make and technical data in the confirmation of contract cannot be used due to unforeseen circumstances, Haller reserves the right to supply a replacement part which is equivalent according to the latest technology at its own dutiful discretion.
- 4.2. Haller is not obliged to check any dimensions, weights etc stated to Haller by the manufacturer.
- 4.3. Any documentation provided to the purchaser for information remain the property of Haller and may neither be reproduced or made accessible to third parties in any form whatsoever without Haller's prior written consent.

5. Transfer of risk and delivery

- 5.1. During delivery, risk is transferred to the purchaser with the provision of the delivered parts on Haller's works premises and notification of supply readiness; this also applies in cases when reasonable partial deliveries take place. If the purchaser requires, deliveries will be insured by Haller against breakage, fire and water damage at cost. Transport insurance will be provided by Haller and invoiced at cost.
- 5.2. The purchaser is obliged to investigate the goods for transport damage immediately it is delivered by the hauler or freight driver and to notify this verifiably to the transport personnel.
- 5.3. If Haller erects the delivery item on the purchaser's premises the risk is transferred on acceptance by the purchaser. The purchaser is obliged to partially accept complete services if so requested by Haller. Irrespective of this, the purchaser must take any reasonable precautions which are necessary to protect delivery items stored properly by Haller at the installation location against standard and foreseeable hazards on the site. This specifically includes protection against unauthorised access and access by third parties, against theft and fire and incorporating any deliveries which have not yet become the purchaser's property in existing insurances or insurances to be agreed by the purchaser. Protective devices will only be supplied if specifically agreed. These remain the property of Haller.

6. Retention of title

- 6.1. Deliveries take place under the retention of title in accordance with § 449 BGB with following extensions:
- 6.2. The delivery item remains the property of Haller until the complete payment of all demands against the purchaser covered by the business relationship including any claims arising in future.
- 6.3. Acquisition of ownership by the purchaser of reserved goods through the processing and/or handling of the reserved goods to form a new movable item is ruled out. Any processing and/or handling by the purchaser takes place by order of Haller without causing any liabilities to Haller. Ownership of the processed or handled delivery items remains with Haller and is intended to secure Haller's demands to the level of the reserved goods value.
- 6.4. In cases of connection with other movable items not in the ownership of Haller by the purchaser, Haller is entitled to partial ownership of the new item at the ratio of the reserved goods value to the other processed items at the time of processing. The purchaser is obliged to inform the owner of the other items of Haller's retention of title. In other respects the same

applies to new items resulting from processing as applies to reserve goods in the sense of these provisions. Haller's reservation of title is also retained if the delivery item is only connected with a property or placed in a building for temporary purposes, § 95 BGB.

- 6.5. The purchaser is only entitled to further sales of reserved goods, to processing or handling them or connection with other items or a property within the scope of the normal course of business and providing that he has not agreed a non-assignment clause with any third party. Any purchaser's claims resulting from further sale of the reserved goods, irrespective of whether unchanged, processed and/or handled and irrespective of the number of customers, will be ceded to Haller at this point at the level of the delivery item invoice value in addition to the currently applicable value-added tax. Haller will accept the cession.
- 6.6. Haller agrees cession of the purchaser's claims resulting from further sale of items delivered by Haller against its third-party purchaser in the course of genuine factoring (cession to the factor instead of fulfillment) however under the condition that the claims will be sold in the course of proper and professional business transactions at an appropriate price, and that the purchaser will cede his payment claims against the factor from the sale of the claims to his third-party purchaser to Haller and will also instruct the factor to only issue payment to Haller. Haller will accept the cession. Insofar as the purchase price is less than Haller's claims, contrary to the above obligation, any further claims from Haller remain unaffected. The purchaser must provide Haller with all the information necessary for enforcement of the claims against the factor.
- 6.7. The purchaser is not entitled to any other injunctions concerning the reserved goods. He is obliged to inform Haller immediately about any distraints or other impairments by third parties regarding the delivery items or affecting Haller's rights. The purchaser is liable for any costs incurred by Haller's intervention.
- 6.8. The purchaser is entitled to debt collection, as is Haller, despite the cession. Haller will not appropriate the claim and will not publish the cession as long as the purchaser meets his payment obligations properly. The purchaser must notify Haller of the debtor for the ceded claims on Haller's request and must notify the debtor of the cession.
- 6.9. Retention of title is also retained if individual claims from Haller are incorporated in an ongoing invoice, an account balance is made and this is recognised.
- 6.10. Ownership of the reserved goods and ceded claims passes over to the purchaser without further ado with complete payment of all claims which Haller has from its business relationship with the purchaser including costs and interest. However, Haller undertakes to release any securities belonging to the purchaser in accordance with the above provisions on his demand at their discretion insofar as their value exceeds the claims to be secured by 10%.

7. Tools, moulds and other documentation, commercial property rights

- 7.1. Any tools and moulds from or on behalf of Haller remain property of Haller even if the purchaser has wholly or partially taken over the manufacturing costs. Haller is also entitled to the associated commercial property rights.
- 7.2. Copyright to any drawings or other documentation created by ourselves and all other associated commercial property and uses rights remain exclusively with Haller.
- 7.3. The purchaser is liable for ensuring that any products manufactured using planning specifications issued by Haller do not violate any commercial property rights belonging to third parties. He exempts Haller from any claims from third parties related to this type of property rights violation.

8. Warranty

- 8.1. Quantity deviations of +/- 10% during series and/or custom production are of a technical nature and considered normal in the industry. They therefore do not represent a defect requiring warranty coverage.
- 8.2. The purchaser is obliged to observe the statutory duties of examination and notification during any commercial business transactions. If the purchaser is certified in accordance with the current quality assurance standards, the level of the care to be applied in this case, also in relation to Haller, is based on the purchaser's quality assurance regulations as a minimum insofar as general business requirements do not already require a higher level of care on the part of the purchaser. Haller is not liable for any damages which originally arise as a result of violation of such obligations and which could have been avoided through use of the above owed care on the part of the purchaser.
- 8.3. Haller will provide a guarantee for defective products covering defects of quality and title. A pre-requirement for liability for material defects is precise observation of the installation, processing and operating regulations issued by Haller. Haller will not provide a guarantee for defective processing or defective operation unless these were caused as a result of unclear or incomplete assembly and operating manuals. The guarantee also does not cover damages resulting from natural wear, excessive use or any chemical or physical influences not attributable to Haller.
- 8.4. Insofar as a defect to a delivery item has occurred in the case of a purely purchase contract, Haller is also initially entitled to rectification (remedial action or delivery/manufacture of defect-free items) at its discretion. The purchaser may only demand compensation if the defect in the delivery item is attributable to Haller. Reimbursement of any dismantling and refitting costs incurred by the purchaser as a result of inadequacy of the delivery item is based on § 439 Para. 3 BGB.
- 8.5. Haller is obliged, and also entitled, to rectification of the service or work at its discretion in the case of installation contracts. The purchaser may only demand compensation to the level of typically foreseeable damages in cases of failed rectification.
- 8.6. Haller is obliged to meet all expenditure, especially transport, road, work and material costs for the purpose of its rectification insofar as these do not increase for Haller in an unforeseeable manner due to the fact that the delivery item has been relocated by the purchaser to a location different to that agreed at the time of delivery.
- 8.7. The period of limitation for claims by the commercial purchaser for rectification and compensation due to defects for any new, mobile items delivered or manufactured by ourselves is one year, unless the item is intended for permanent connection with a structure in accordance with its normal intended purpose and if its inadequacy has caused a deficiency in the structure; in this case the period of limitation is five years.
- 8.8. Ceding of warranty claims made by the purchaser to third parties is ruled out.

9. Other forms of compensation

- 9.1. If the purchaser is entitled to compensation in accordance with statutory provisions except for the cases already stated, Haller's liability is restricted to intent and gross negligence committed by their legal representatives or their officers and executive staff on these grounds. However, this does not apply to damages caused by injuries to life, the body and health as a result of a grossly negligent breach of duty or an intentional or grossly negligent breach of duty by a statutory representative or vicarious agent of Haller. It also does not apply to damages which were caused by a culpable violation of essential contractual obligations or grossly negligent violation of non-essential contractual obligations by an ordinary vicarious agent of Haller.
- 9.2. In each case liability is restricted to the level of typically foreseeable damages.

10. Data protection

Haller refers to the Data Protection Declaration on its website (<https://www.glas-haller.de>) with regard to the processing of personal or personally-relatable data.

11. Place of jurisdiction and applicable law

- 11.1. Haller's registered address is exclusively place of jurisdiction for all current and future claims resulting from the business relationship. During active processes, Haller is entitled to call on the district court responsible for its registered address at its discretion irrespective of the amount in dispute.
- 11.2. German law, with the exclusion of the UN Sales Law (CISG), is exclusively applicable to the legal relationship between the contracting parties.
- 11.3. Severability clause
The complete or partial invalidity of individual contractual provisions does not otherwise affect the effectiveness of the contract.