

GENERAL TERMS AND CONDITIONS (GTC) OF BUTZBACH GMBH INDUSTRIAL DOORS

The General Terms and Conditions (GTC) are made up of the General Terms and Conditions of Sale (GTCS) and the General Terms and Conditions of Purchase.

GENERAL TERMS AND CONDITIONS OF SALE (GTCS)

I. Scope | Form

(1) These General Terms and Conditions of Sale (GTCS) apply to all our business relationships with our customers (hereinafter referred to as “buyers” or “contractual partners”). The GTCS only apply if the buyer is an entrepreneur (§ 14 German Civil Code, BGB), a legal entity under public law or a special fund under public law.

(2) The GTCS apply in particular to contracts for the sale and / or delivery of movable items (“goods”), regardless of whether we manufacture the goods ourselves or buy them from providers (§§ 433, 650 BGB). Unless otherwise agreed, the GTCS apply in the version valid at the time of the contractual partner ordering or at least in the version last communicated to them in text form as a framework agreement, also for similar future contracts, without us having to refer to them again in each individual case.

(3) Our GTCS apply exclusively. The contractual partner's deviating, conflicting or supplementary General Terms and Conditions only become part of the contract if and to the extent that we have expressly agreed to their validity. This requirement of consent applies in any case, for example even if we carry out the delivery to the contractual partner without reservations while being aware of the contractual partner's GTC.

(4) Individual agreements made with the contractual partner in specific cases (including ancillary agreements, additions and changes) always take precedence over these GTCS. A written contract or our written confirmation is decisive for the content of such agreements, subject to proof to the contrary.

(5) Legally relevant declarations and notifications by the contractual partner in relation to the contract (e.g. setting a deadline, notification of defects, withdrawal or reduction) must be submitted in writing, i.e. in written or text form (e.g. letter, e-mail, fax). Statutory requirements of form and further evidence, especially in the case of doubts about the legitimacy of the declaring party, remain unaffected.

(6) References to the validity of statutory provisions are only used for clarification purposes. The statutory provisions therefore apply even without such clarification, unless they are directly amended or expressly excluded in these GTCS.

II. Conclusion of contract

(1) Our offers are non-committal and non-binding. This also applies if we have provided the contractual partner with catalogues, technical documentation (e.g. drawings, plans, calculations, cost estimates, references to DIN standards), other product descriptions or documents - even in electronic form - to which we have ownership rights and copyrights reserved.

(2) The ordering of goods by the contractual partner is considered a binding offer of contract. Unless otherwise stated in the order, we are entitled to accept this offer of contract within 14 days of receiving it.

(3) Acceptance can either be declared in writing (e.g. by order confirmation) or by delivery of the goods to the contractual partner.

(4) Unless otherwise agreed, the manufacturing costs for a sample shall be remunerated separately. If our contractual partner suspends or terminates cooperation with us during the manufacture of the samples, all manufacturing costs incurred up to that point shall be borne by them.

III. Delivery period and late delivery

(1) The delivery dates or delivery periods are always non-binding information, unless these have been agreed individually or have been specified by us when we accept the order.

(2) If we cannot meet binding delivery periods for reasons for which we are not responsible (inability of performance), we will inform the contractual partner of this immediately and at the same time notify them of the expected new delivery period. If the performance is also not possible within the new delivery period, we are entitled to withdraw from the contract in whole or in part; we would immediately reimburse any compensation already provided by the contractual partner. A case of inability of performance in this sense is especially considered to be late delivery by our provider (if we have concluded a congruent hedging transaction), neither we nor our provider are at fault, or we are not obliged to procure in individual cases.

(3) The occurrence of delay in our delivery is determined by the statutory provisions. In any case, however, a reminder from the contractual partner is required. If we are culpable for delivery delay, the contractual partner can demand lump-sum compensation for the damage caused by the delay. The lump sum for damage is 0.5% of the net price (delivery value) for each completed calendar week of delay, but no more than 5% of the delivery value of the delayed goods. We reserve the right to prove that the contractual partner did not suffer any damage or that the damage was significantly less than the above lump sum.

(4) The rights of the contractual partner according to Section 8 of these GTCS and our statutory rights, particularly in the event of exclusion of the obligation to perform (e.g. due to impossibility or unreasonableness of the performance and / or subsequent fulfilment), remain unaffected.

(5) We are entitled to partial delivery and partial performance towards our contractual partner at any time, provided this is reasonable for them.

GENERAL TERMS AND CONDITIONS (GTC) OF BUTZBACH GMBH INDUSTRIAL DOORS

IV. Delivery, transfer of risk, final inspection, delay in acceptance

(1) Delivery takes place in accordance with Incoterms 2010 FCA (Free Carrier) Butzbach 89293 Kellmünz, Germany, which is also the place of fulfilment for delivery and any subsequent fulfilment. At the demand and expense of the contractual partner, the goods will be sent to a different destination (sale to destination). Unless otherwise agreed, we are entitled to determine the type of shipment (particularly the transport company, shipping route, packaging) ourselves.

(2) Goods that are reported as ready for dispatch are to be accepted by the contractual partner without delay. Otherwise, we are entitled, at our own discretion, to dispatch the goods at the contractual partner's expense or to store them at their own risk and expense.

(3) The risk of accidental loss and accidental deterioration of the goods is transferred to the contractual partner once the goods are handed over at the latest. In the case of sale to destination, however, the risk of accidental loss and accidental deterioration of the goods, as well as the risk of delay, are transferred to the freight forwarder, the carrier or the person or institution otherwise assigned to carry out the shipment. If final inspection has been agreed, this is decisive for the transfer of risk. The statutory provisions of the law on contracts for work and services also apply accordingly for an agreed final inspection. The handover is considered to be the final inspection if the contractual partner has in default of acceptance.

(4) If the contractual partner is in default of acceptance, if they fail to cooperate or if our delivery is delayed for other reasons for which the contractual partner is responsible, we are entitled to demand compensation for the resulting damage including additional expenses (e.g. storage costs). For this we charge lump-sum compensation of EUR 10.00 per calendar day, starting with the delivery period or - in the absence of a delivery period - with the notification that the goods are ready for dispatch.

Proof of higher damage and our statutory claims (in particular compensation for additional expenses, reasonable compensation, termination) remain unaffected; however, the lump sum is to be offset against further monetary claims. The contractual partner is entitled to prove that we did not suffer any damage or that the damage was significantly less than the above lump sum.

(5) Insofar as we are obliged to install the contractual objects ourselves, the risk with regard to the delivery items to be installed by us is transferred to the contractual partner upon installation. The contractual objects must always be stored clean and protected from atmospheric exposure. The contractual partner must ensure that this is guaranteed at the place of delivery. If the contractual partner provides us with lockable rooms for temporary storage until installation, the risk is transferred to the contractual partner when the contractual objects are kept in such rooms and when the keys for the locked room are handed over to the contractual partner.

(6) If the contractual partner is in default of acceptance, if they fail to cooperate or if our delivery is delayed for other reasons for which the contractual partner is responsible, the risk of accidental loss or accidental deterioration of our

deliveries is transferred to our contractual partner at this time.

(7) If our products are fully or partially put into operation or in use, final inspection is deemed to have taken place 14 calendar days after putting into operation or use (assumed acceptance).

V. Assembly, safety and aids

(1) The prerequisite for starting assembly is that all preparatory work has been carried out and the contractual partner's obligations to cooperate have been met, and in particular that all necessary permits have been obtained from the contractual partner.

(2) Proper and professional assembly requires unhindered admission/access to the construction site. Our contractual partner is responsible for ensuring this.

(3) Our contractual partner is obliged to ensure the safety of the work / assembly area and compliance with existing safety regulations as well as appropriate working and assembly conditions.

(4) Our contractual partner is obliged to provide technical assistance at their own expense. This also applies in detail to the practicability of driving on the construction site, the accessibility and traffic safety on the installation site, the provision of a power connection (400 / 230V) at a maximum distance of 25 meters from the assembly site and the short-term provision of necessary material such as fork lift trucks and lifting platforms.

VI. Operating instructions

The operating instructions are made available to the contractual partner in digital form. A printed version is only made available free of charge if expressly requested before delivery.

VII. Prices and payment terms

(1) Unless otherwise agreed in individual cases, our current prices at the time of the conclusion of the contract apply in EUR, in accordance with Incoterms 2010, FCA Butzbach 89293 Kellmünz, Germany plus the applicable statutory VAT.

(2) In the case of sale to destination (Section 4, Para. 1), the contractual partner bears the transport costs in accordance with Incoterms 2010, FCA Butzbach 89293 Kellmünz, Germany, as well as the costs of any transport insurance requested by the contractual partner. The contractual partner bears any customs duties, fees, taxes and other public charges.

(3) The price is due and payable within 14 days of invoicing and delivery or final inspection of the goods. However, even in the context of an ongoing business relationship, we are entitled at any time to carry out a delivery in whole or in part only if payment has been made in advance. We shall declare a corresponding requirement with the order confirmation, at the latest.

GENERAL TERMS AND CONDITIONS (GTC) OF BUTZBACH GMBH INDUSTRIAL DOORS

(4) When the above payment deadline has expired, the contractual partner is in default. Interest is to be paid on the price during the period of default at the applicable statutory default interest rate. We reserve the right to assert further damages caused by the default. Our right to assert commercial default interest (§ 353 German Commercial Code, HGB) remains unaffected with regard to merchants.

(5) If there are significant changes in the product procurement costs after the offer has been submitted or the contract has been concluded, we or our contractual partner are entitled to demand an appropriate price adjustment, taking into account the change in price factors, if deliveries are to be made six months or more after conclusion of the contract.

(6) A deduction for an early payment discount requires an express agreement.

(7) The contractual partner is only entitled to off-setting or retention rights insofar as their claim has been legally established or is undisputed.

(8) If, after conclusion of the contract, it becomes apparent that our right to payment is jeopardized by the contractual partner's inability to perform (e.g. through request to start bankruptcy proceedings), we are entitled to refuse performance in accordance with the statutory provisions and - if necessary after setting a deadline - to withdraw from the contract § 321 BGB). In the case of contracts for the production of specific items (custom-made items), we can declare our immediate withdrawal; the statutory regulations on the necessity of setting a deadline remain unaffected.

VIII. Reservation of ownership

(1) We reserve ownership of the goods sold until all of our current and future claims from the contract and an ongoing business relationship (secured claims) have been paid in full.

(2) The goods subject to reservation of ownership may not be pledged to third parties or assigned as security before the secured claims have been paid in full. The contractual partner must notify us immediately in writing if an application is made to start bankruptcy proceedings or if third parties have accessed the goods belonging to us (e.g. pledges).

(3) If the contractual partner acts contrary to the contract, in particular if the price due is not paid, we are entitled to withdraw from the contract in accordance with the statutory provisions and / or to demand the return of the goods on the basis of reservation of ownership. The demand for the return of goods does not also include the declaration of withdrawal; rather, we are entitled to only demand return of the goods while reserving the right to withdraw. If the contractual partner does not pay the purchase price due, we may only assert these rights if we have previously unsuccessfully given the contractual partner a reasonable deadline for payment or if setting such a deadline is unnecessary according to the statutory provisions.

(4) The contractual partner is authorised to resell and / or process the goods subject to reservation of ownership in

the ordinary course of business unless revoked in accordance with (c) below. In this case, the following provisions also apply.

(a) The reservation of ownership extends to the full value of the products resulting from the processing, mixing or combining of our goods, whereby we are deemed to be the manufacturer. If, in the event of processing, mixing or combining with goods of third parties, their ownership rights remain, we shall acquire co-ownership in proportion to the invoice values of the processed, mixed or combined goods. Otherwise, the same applies to the resulting product as to the goods delivered under reservation of ownership.

(b) The contractual partner hereby assigns to us as security the claims against third parties arising from the resale of the goods or the product in total or in the possible amount of our share of co-ownership in accordance with the previous paragraph. We accept the assignment. The obligations of the contractual partner mentioned in Para. 2 also apply with regard to the assigned claims.

(c) In addition to us, the contractual partner remains authorised to collect the claim. We undertake not to collect the claim as long as the contractual partner fulfils their payment obligations to us, there is no deficiency in their performance and we do not assert the reservation of ownership by exercising a right in accordance with Para. 3. If this is the case, however, we can demand that the contractual partner 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. In this case, we are also entitled to revoke the contractual partner's authorisation to resell and process the goods subject to reservation of ownership.

(d) If the realisable value of the securities exceeds our claims by more than 10%, we will release securities of our choice on demand of the contractual partner.

IX. Claims for defects by the contractual partner

(1) The statutory provisions apply to the rights of the contractual partner in the event of material and legal defects (including incorrect and short deliveries as well as improper installation or inadequate assembly instructions), unless otherwise specified below. In all cases, the special statutory provisions remain unaffected for the final delivery of the unprocessed goods to a consumer, even if they have processed them (supplier recourse according to §§ 478 BGB). Claims from supplier recourse are excluded if the defective goods have been further processed by the buyer or another contractor, e.g. through installation in another product.

(2) The basis of our liability for defects is primarily the agreement made on the quality of the goods. All product descriptions and manufacturer information that are the subject of the individual contract or were made public by us (in particular in catalogues or on our website) at the time the contract was concluded shall apply as an agreement on the quality of the goods.

GENERAL TERMS AND CONDITIONS (GTC) OF BUTZBACH GMBH INDUSTRIAL DOORS

(3) Insofar as the quality has not been agreed, the statutory regulation must be used to assess whether or not a defect exists (§ 434 Para. 1, Clauses 2 and 3 BGB). However, we do not accept any liability for public statements from the manufacturer or other third parties (e.g. advertising statements) that the contractual partner has not pointed out to us as being decisive for the purchase.

(4) In principle, we are not liable for defects that the contractual partner is aware of at the time the contract is concluded or was not aware of due to gross negligence (§ 442 BGB). Furthermore, the contractual partner's claims for defects require that they have complied with their statutory inspection obligations and obligations to register complaints (§§ 377, 381 HGB). In the case of building materials and other goods intended for installation or other further processing, an inspection must always be carried out immediately before processing. If a defect becomes apparent on delivery, during the inspection or at any later point in time, we must be notified of this immediately in writing. In any case, obvious defects are to be reported in writing within five working days of delivery and defects not recognisable during the inspection must be reported within the same period of time after their discovery. If the contractual partner fails to properly inspect and / or report defects, our liability for defects that are not reported or not reported in good time or not properly is excluded in accordance with the statutory provisions.

(5) If the delivered item is defective, we can first choose whether we provide subsequent fulfilment by rectifying the defect (rework) or by delivering a defect-free item (replacement delivery). Our right to refuse subsequent fulfilment under the legal requirements remains unaffected.

(6) Slight colour differences between the fibreglass panels do not constitute grounds for claims for defects by the buyer. Due to production technology, these can occur between different batches or after a long period of time as a result of natural atmospheric exposure (e.g. UV irradiation). This also includes intermittent condensation inside the fibreglass panels. Due to unfavourable conditions (e.g. permanently high humidity, heavy rain, incorrect storage) moisture can intermittently penetrate into open systems.

(7) Our products are subject to visual inspection based on BVT-RS 07/13 (German "best available technology" standard). Reported defects will only be accepted if they can be recognised after the inspection. Other standards are only accepted after prior written agreement.

(8) Information relating to the opening and closing speeds may depend on the on-site installation and may vary accordingly.

(9) We are entitled to make the subsequent fulfilment owed dependent on the contractual partner paying the price due. However, the contractual partner is entitled to withhold part of the price that is reasonable in relation to the defect.

(10) The contractual partner must give us the time and opportunity required for the subsequent fulfilment owed, in particular to hand over the goods subject to complaint for inspection purposes. In the case of replacement delivery, the contractual partner must return the defective item to us in accordance with the statutory provisions.

Subsequent fulfilment does not include either the removal of the defective item or re-installation if we were not originally obliged to install it.

(11) We shall bear or reimburse the expenses required for the purpose of testing and subsequent fulfilment, in particular transport, travel, labour and material costs and, if applicable, removal and installation costs in accordance with the statutory provisions, if there is actually a defect. Otherwise, we can demand that the contractual partner reimburse the costs arising from the unjustified demand to rectify the defect (in particular testing and transport costs), unless the contractual partner was unable to identify the lack of defects.

(12) In urgent cases, e.g. if there is a hazard to operational safety or to prevent disproportionate damage, the contractual partner has the right to rectify the defect themselves and to demand compensation for the objectively necessary expenses from us. We are to be notified immediately of any such self-rectification, if possible in advance. The right to carry out self-rectification does not exist if we were entitled to refuse corresponding subsequent fulfilment in accordance with the statutory provisions.

(13) If subsequent fulfilment has failed or a reasonable deadline set by the contractual partner for subsequent fulfilment has expired without success or is unnecessary according to the statutory provisions, the contractual partner can withdraw from the contract or reduce the price. However, there is no right of withdrawal in the case of a minor defect.

(14) Claims of the contractual partner for damages or compensation of wasted expenses only exist in the case of defects in accordance with Section 8 and are otherwise excluded.

X. Other liability

(1) Unless otherwise stated in these GTCS including the following provisions, we are liable in the event of a breach of contractual and non-contractual obligations in accordance with the statutory provisions.

(2) We are liable for compensation - regardless of the legal reason - within the framework of fault liability in the event of wilful intent and gross negligence. In the event of simple negligence, we are only liable subject to statutory liability restrictions (e.g. diligence in our own affairs, minor breach of duty)

a) for damage resulting from injury to life, limb or health

b) for damages resulting from the breach of an essential contractual obligation (obligation, the fulfilment of which makes the proper execution of the contract possible in the first place, and compliance with which the contractual partner regularly relies on and may trust); in this case, however, our liability is limited to compensation for foreseeable, typically occurring damage.

(3) The restrictions of liability resulting from Para. 2 also apply to third parties as well as to breaches of duty by persons (also in their favour), for whose fault we are responsible in accordance with statutory provisions. They

GENERAL TERMS AND CONDITIONS (GTC) OF BUTZBACH GMBH INDUSTRIAL DOORS

do not apply if a defect has been fraudulently concealed or a guarantee has been given for the quality of the goods and for claims of the contractual partner under the German Product Liability Act (ProdHaftG).

(4) Due to a breach of duty that does not consist of a defect, the contractual partner can only withdraw or terminate if we are responsible for the breach of duty. A free right of termination by the contractual partner (in particular according to §§ 650, 648 BGB) is excluded. In addition, the legal requirements and consequences apply.

XI. Company name

We are entitled to attach a company logo to our products. It is not permitted to take measures that give the impression that our products are of another origin.

XII. Limitation period

(1) In deviation from § 438 Para. 1, no. 3 BGB, the general limitation period for claims arising from material and legal defects is one year from delivery. If a final inspection has been agreed, the limitation period begins with the final inspection.

(2) If the goods are a building or an item that has been used for a building in accordance with its normal use and has caused defectiveness of the building (building material), the statutory period of limitation is 5 years from delivery (§ 438, Para. 1, no. 2 BGB). Other special statutory regulations on limitation periods (esp. § 438 Para. 1, no. 1, Para. 3, §§ 444, 445b BGB) remain unaffected.

(3) The above limitation periods under sales law also apply to contractual and non-contractual claims for compensation by the contractual partner based on a defect in the goods, unless the application of the regular statutory limitation period (§§ 195, 199 BGB) would lead to a shorter limitation period in individual cases. Claims for compensation by the contractual partner in accordance with § 10, Para. 2, Clause 1 and Clause 2 (a) as well as under the German Product Liability Act (ProdHaftG) shall only expire in accordance with the statutory limitation periods.

XIII. Data protection notice and consent

Our contractual partner is hereby informed and they agree that their personal data will be processed automatically, insofar as this is necessary for establishing, implementing or terminating the legal relationship with us. We are entitled to transmit data from our contractual partner to companies affiliated with us and to use it for product information for our contractual partner. Upon demand from our contractual partner, we will immediately terminate the transmission of product information. Furthermore, personal data that is no longer required to process existing legal relationships will be deleted immediately on demand.

XIV. Applicable law and place of jurisdiction

(1) The law of the Federal Republic of Germany applies to these GTCS and the contractual relationship between us and the contractual partner, excluding uniform international law, in particular the UN Sales Convention.

(2) If the contractual partner is a merchant within the meaning of the German Commercial Code (HGB), 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 in 89293 Kellmünz, Germany. The same applies if the contractual partner is an entrepreneur within the meaning of § 14 BGB. In all cases, however, we are also entitled to take legal action at the place of fulfilment of the delivery obligation in accordance with these GTCS or an overriding individual agreement or at the general place of jurisdiction of the contractual partner. Overriding statutory provisions, in particular those relating to exclusive jurisdictions, remain unaffected.

Kellmünz, Germany, May 2021

GENERAL TERMS AND CONDITIONS (GTC) OF BUTZBACH GMBH INDUSTRIAL DOORS

GENERAL TERMS AND CONDITIONS OF PURCHASE (GTCP)

I. Scope | Form

(1) These General Terms and Conditions of Purchase (GTCP) apply to all business relationships with our business partners and suppliers ("sellers"). The GTCP only apply if the seller is an entrepreneur (§ 14 BGB), a legal entity under public law or a special fund under public law.

(2) The GTCP apply in particular to contracts for the sale and / or delivery of movable items ("goods"), regardless of whether we manufacture the goods ourselves or buy them from providers (§§ 433, 650 BGB). Unless otherwise agreed, the GTCP apply in the version valid at the time of the buyer ordering or at least in the version last communicated to them in text form as a framework agreement, also for similar future contracts, without us having to refer to them again in each individual case.

(3) These GTCP apply exclusively. The seller's deviating, conflicting or supplementary General Terms and Conditions only become part of the contract if and to the extent that we have expressly agreed in writing to their validity. This requirement of consent applies in any case, for example even if we accept the seller's deliveries without reservation while being aware of the seller's general terms and conditions.

(4) Individual agreements made with the seller in specific cases (including ancillary agreements, additions and changes) always take precedence over these GTCP. A written contract or our written confirmation is decisive for the content of such agreements, subject to proof to the contrary.

(5) Legally relevant declarations and notifications by the seller in relation to the contract (e.g. setting a deadline, reminder, withdrawal) must be made in writing, i.e. in writing or text form (e.g. letter, e-mail, fax). Statutory requirements of form and further evidence, especially in the case of doubts about the legitimacy of the declaring party, remain unaffected.

(6) References to the validity of statutory provisions are only used for clarification purposes. The statutory provisions therefore apply even without such clarification, unless they are directly amended or expressly excluded in these GTCP.

II. Conclusion of contract

(1) Our order is binding, at the earliest, when it is submitted or confirmed in writing. The seller must inform us of obvious errors (e.g. typing and calculation errors) and incompleteness of the order including the order documents for the purpose of correction or completion before acceptance; otherwise the contract is deemed not to have been concluded.

(2) The seller is required to confirm our order in writing within a period of three days or, in particular, to execute it without reservation by sending the goods (acceptance).

III. Delivery time and delivery delay

(1) The seller is obliged to inform us immediately in writing if they are unlikely to be able to meet the agreed delivery times - for whatever reason.

(2) If the seller does not provide their performance or does not provide their performance within the agreed delivery time or if they are in default, our rights - in particular to withdrawal and compensation - are based on the statutory provisions. The regulations in Para. 3 remain unaffected.

(3) If the seller is in default, we can - in addition to further legal claims - demand lump-sum compensation for our default damage in the amount of 1% of the net price per completed calendar week, but not more than 5% of the net price of goods delivered late. We reserve the right to prove that greater damage has occurred. The seller reserves the right to provide evidence that no damage or significantly less damage occurred.

IV. Performance, delivery, transfer of risk, delayed acceptance

(1) Without our prior written consent, the seller is not entitled to have the performance owed by them performed by third parties (e.g. subcontractors). The seller bears the procurement risk for their performance, unless otherwise agreed in individual cases (e.g. restriction on stock).

(2) The delivery takes place within Germany according to the Incoterms clause DAP (delivered at place) to the agreed place of delivery and destination. If the destination is not specified and nothing else has been agreed, delivery must be made to our place of business in 89293 Kellmünz, Germany. The respective destination is also the place of fulfilment for the delivery and any subsequent fulfilment (obligation to provide).

(3) The delivery must be accompanied by a delivery note stating the date (issue and dispatch), the content of the delivery (article numbers and quantity) and our order identifier (date and number). If the delivery note is missing or incomplete, we are not responsible for any resulting delays in processing and payment.

(4) The risk of accidental loss and accidental deterioration of the item is transferred to us upon delivery at the place of fulfilment. If final inspection has been agreed, this is decisive for the transfer of risk. The statutory provisions of the law on contracts for work and services also apply accordingly for a final inspection. The handover is considered to be the final inspection, if we are in default of acceptance.

(5) The statutory provisions apply if we are in default of acceptance. However, the seller must also expressly offer us their performance if a defined or definable calendar time has been agreed for an action or cooperation on our part (e.g. provision of material). If we are in default of acceptance, the seller can demand compensation of their additional expenses in accordance with the statutory provisions (§ 304 BGB). If the contract concerns a specific item to be manufactured by the seller (custom-made item), the seller is only entitled to further rights if we are obliged to cooperate and are responsible for the failure to cooperate.

GENERAL TERMS AND CONDITIONS (GTC) OF BUTZBACH GMBH INDUSTRIAL DOORS

V. Prices and payment terms

(1) Unless otherwise agreed in individual cases, the price includes all performance and ancillary performance of the seller (e.g. assembly, installation) as well as all ancillary costs (e.g. proper packaging, transport costs including any transport and liability insurance).

(2) The agreed price is due for payment within 30 calendar days of complete delivery and performance (including any agreed final inspection) and receipt of a proper invoice. If we make payment within 14 calendar days of receipt of the invoice, the seller grants us a 3% discount on the net amount of the invoice. In the case of bank transfers, payment is made on time if our transfer order is received by our bank before the payment deadline has expired; we are not responsible for delays caused by the banks involved in the payment process.

(3) We do not owe any default interest. The statutory provisions apply in the case of a late payment.

(4) We are entitled to off-setting and retention rights as well as the defence of an unfulfilled contract to the extent permitted by law. In particular, we are entitled to withhold payments due as long as we are still entitled to claims against the seller from incomplete or inadequate performance.

(5) The seller has off-setting or retention rights only for counterclaims that have been legally established or are undisputed.

VI. Confidentiality and reservation of ownership

(1) We reserve ownership rights and copyrights to illustrations, plans, drawings, calculations, execution instructions, product descriptions and other documents. Such documents are to be used exclusively for the contractual performance and returned to us after the contract has been completed. The documents are to be kept secret from third parties, even after the contract has ended. The confidentiality obligation only expires when and to the extent that the knowledge contained in the documents provided has become generally known.

(2) The above provision applies accordingly to substances and materials (e.g. software, finished and semi-finished products) as well as to tools, templates, samples and other objects that we provide to the seller for manufacture. Objects of this kind - as long as they are not processed - must be stored separately at the seller's expense and insured to an appropriate extent against destruction and loss.

(3) Processing, mixing or combining (further processing) of objects provided by the seller is carried out for us. The same applies to further processing of the delivered goods by us, so that we are considered the manufacturer and acquire ownership of the product with further processing at the latest, in accordance with the statutory provisions.

(4) The transfer of ownership of the goods to us must take place unconditionally and regardless of the payment of the price. However, if, in individual cases, we accept an offer of transfer of ownership from the seller through payment of the purchase price, the seller's reservation of ownership

expires with the payment of the purchase price for the goods delivered at the latest. In the ordinary course of business, even before the purchase price is paid, we remain authorised to resell the goods with advance assignment of the resulting claim (alternatively, application of the simple reservation of ownership extended to the resale). In any case, all other forms of reservation of ownership are excluded, in particular the extended and forwarded reservation of ownership also extended to further processing.

VII. Defective delivery

(1) The statutory provisions apply to our rights in the event of material and legal defects in the goods (including incorrect and short deliveries as well as improper assembly, defective assembly or operating instructions or instruction manual) and in the event of other breaches of duty by the seller, unless otherwise specified below.

(2) According to the statutory provisions, the seller is particularly liable for ensuring that the goods have the agreed quality when the risk passes to us. In any case, those product descriptions which - in particular by designation or reference in our order - are the subject of the respective contract or are included in the contract in the same way as these GTC, apply as an agreement on the quality of the goods. It makes no difference whether the product description comes from us, the seller or the manufacturer.

(3) We are not obliged to inspect the goods or to make specific enquiries about any defects when the contract is concluded. Partly deviating from § 442, Para. 1, Clause 2 BGB, we are therefore entitled to unlimited claims for defects even if we were not aware of the defect at the time the contract was concluded as a result of gross negligence.

(4) The statutory provisions (§§ 377, 381 HGB) apply to the commercial obligation to inspect goods and register complaints with the following stipulation: Our obligation to inspect is limited to defects that become evident during our incoming goods inspection under external assessment including the delivery papers (e.g. transport damage, incorrect and short deliveries) or that are recognisable during our quality control in the random sampling procedure. If final inspection has been agreed, there is no obligation to inspect. In addition, it depends on the extent to which an investigation is feasible in the ordinary course of business, taking into account the circumstances of the individual case. Our obligation to register complaints that are discovered later remains unaffected. Irrespective of our obligation to inspect, our complaint (notification of defect) is deemed to be prompt and timely if it is sent within 14 working days of discovery or, in the case of obvious defects, from delivery.

(5) Subsequent fulfilment also includes the removal of the defective goods and their reinstallation, provided that the goods have been installed into another item or attached to another item in accordance with their type and intended use; our legal right to compensation of the corresponding expenses remains unaffected. The seller bears the expenses required for the purpose of testing and subsequent fulfilment even if it turns out that there was actually no defect. Our liability for compensation in the

GENERAL TERMS AND CONDITIONS (GTC) OF BUTZBACH GMBH INDUSTRIAL DOORS

event of an unjustified demand to remedy defects remains unaffected; in this respect, however, we are only liable if we recognised or did not recognise through gross negligence that there was no defect.

(6) Irrespective of our statutory rights and the regulations in Para. 5: If the seller does not meet their obligation for subsequent fulfilment - at our choosing by rectifying the defect (rework) or by delivering a defect-free item (replacement delivery) - within a reasonable period set by us, we can rectify the defect ourselves and demand from the seller compensation for the necessary expenses or a corresponding advance payment. If the subsequent fulfilment by the seller has failed or is unreasonable for us (e.g. due to particular urgency, hazard to operational safety or impending occurrence of disproportionate damage), setting a deadline is not required; we will inform the seller of such circumstances immediately, if possible in advance.

(7) In addition, in the event of a material or legal defect, we are entitled to reduce the purchase price or withdraw from the contract in accordance with the statutory provisions. In addition, we are entitled to compensation for damages and expenses in accordance with the statutory provisions.

VIII. Supplier recourse

(1) We are entitled to our legally determined recourse claims within a supply chain (supplier recourse according to §§ 445a, 445b, 478 BGB) in addition to the claims for defects. In particular, we are entitled to demand exactly the kind of subsequent fulfilment (rework or replacement delivery) from the seller that we owe to our customers in individual cases. This does not restrict our statutory right to choose (§ 439, Para. 1 BGB).

(2) Before we acknowledge or fulfill a defect claim asserted by our customer (including compensation of expenses in accordance with §§ 445a, Para. 1, 439, Para. 2 and 3 BGB), we will notify the seller and ask for a written statement, briefly explaining the facts. If a substantiated statement is not made within a reasonable period of time and if no amicable solution is found, the claim for defects actually granted by us shall be deemed owed to our customer. In this case, the seller is responsible for providing evidence to the contrary.

(3) Our claims from supplier recourse also apply if the defective goods have been further processed by us or another contractor, e.g. through installation in another product.

IX. Producer liability

(1) If the seller is responsible for product damage, they have to indemnify us from third party claims insofar as the cause is within their sphere of control and organisation and they are themselves liable in external relationships.

(2) As part of their indemnification obligation, the seller has to reimburse expenses in accordance with §§ 683, 670 BGB, which result from or are in connection with claims by third parties, including recall campaigns carried out by us. We will inform the seller - as far as possible and reasonable - about the content and scope of recall measures and give them the opportunity to comment. Further legal claims remain unaffected.

(3) The seller must take out and maintain product liability insurance with lump-sum coverage of at least EUR 1 million per personal injury / property damage.

X. Limitation period

(1) The mutual claims of the contractual parties expire in accordance with the statutory provisions, unless otherwise specified below.

(2) In deviation from § 438, Para. 1 No. 3 BGB, the general limitation period for claims for defects is 3 years and 3 months from the transfer of risk. If a final inspection has been agreed, the limitation period begins with the final inspection. The aforementioned limitation period also applies accordingly to claims arising from legal defects, whereby the statutory limitation period for material claims for surrender by third parties (§ 438, Para. 1 No. 1 BGB) remains unaffected; in addition, claims based on legal defects do not expire as long as the third party can still assert the right against us, in particular in the absence of a limitation period.

(3) The limitation period in the sales law including the above extension apply - to the legal extent - for all contractual claims for defects. Insofar as we are also entitled to non-contractual compensation claims due to a defect, the regular statutory limitation period (§§ 195, 199 BGB) applies, unless the application of the limitation periods in the sales law in individual cases leads to a longer limitation period.

XI. Applicable law and place of jurisdiction

(1) The law of the Federal Republic of Germany applies to these GCTP and the contractual relationship between us and the seller, excluding uniform international law, in particular the UN Sales Convention.

(2) If the seller is a merchant as defined in the German Commercial Code (HGB), a legal entity under public law or a special fund under public law, the exclusive - also international - place of jurisdiction for all disputes arising from the contractual relationship is our place of business in 89293 Kellmünz, Germany; this also applies if the seller is an entrepreneur in the sense of § 14 BGB. In all cases, however, we are also entitled to take legal action at the place of fulfilment of the delivery obligation in accordance with these GTC or an overriding individual agreement, or at the general place of jurisdiction of the seller. Overriding statutory provisions, in particular those relating to exclusive jurisdictions, remain unaffected.

Kellmünz, Germany, May 2021