ROWA Lack GmbH
Terms and Conditions of Delivery for Business Transactions with Companies

1. General information and scope of applicability

1.1 All sales contracts and deliveries are concluded and take place exclusively on the basis of the terms and conditions set forth below. These terms apply accordingly to all future transactions, even if we do not explicitly reference them in other contracts, in particularly orders placed by phone. Our express written permission must be obtained for the acceptance of deviating terms in individual cases, in particular the Customer's terms and conditions of purchase. Delivery of the goods does not constitute acknowledgement of the Customer's terms and conditions. However, acceptance of the goods by the Customer constitutes acceptance of our terms and conditions.

1.2 These terms govern transactions with entrepreneurs, legal entities under public law and special funds under public law.

2. Contract conclusion

2.1 Quotes issued by us are non-binding in terms of the prices, quantities, delivery periods and delivery methods stated therein, and solely constitute a request to the Customer to place a binding order. Orders placed verbally or in writing constitute a binding offer, to which the Customer is bound for 14 days. Contracts are concluded upon receipt of our order confirmation (including by email) or our delivery of the ordered goods.

2.2 Despite being compiled with as much accuracy as possible, any documents included in our non-binding quote, namely technical data sheets, information on weight and dimensions and similar documentation, solely contain approximations and do not constitute an indication of the quality of the goods unless expressly agreed as binding. Contracts are first concluded once we have confirmed the order. Order execution without confirmation on our part also constitute conclusion of a contract.

2.3 The product sold with the specially warranted properties and features constitutes the sole object of the contract. Notably, the goods are deemed to be free from material defects pursuant to Section 434 of the German Civil Code (Bürgerliches Gesetzbuch, BGB) if they are not suitable for normal use and/or do not meet the standard quality of goods of a familiar nature. Any publicly made statements, promotions or ads do not constitute a contractual quality of the goods. Freedom from defects is determined on the basis of the properties agreed between the parties. Industry-standard surplus or short deliveries up to plus/minus 10% are permitted.

3. Prices

3.1 In the event that we reduce or increase our prices in general in the period between confirmation of the order and delivery, the price valid on the delivery date will be charged.

3.2 We reserve the right to raise prices in line with Section 3.1 if this takes place on the basis of changes to factors used to determine prices that arose in an unforeseeable manner after conclusion of the contract for reasons for which we are not responsible. The price increase must be justified by a change in these factors and communicated to the Customer with reasonable notice.

3.3 If prices are raised in line with Section 3.1, the Customer is entitled to cancel the purchase agreement. Neither party can derive any rights from this cancellation, in particular any claims to compensation.

3.4 Any changes to customs duties or other charges related to the goods, including freight costs, that occur after an order has been placed will go to the benefit or at the expense of the Customer in cases where the Customer is contractually required to cover the costs in question.

3.5 Our returnable containers are used as reusable packaging in an exchange system. For all other types of packaging, the costs associated with receiving, inspecting, sorting, documenting, and disposing of returned packaging are generally not included in the product prices. In the event of regular packaging returns, we therefore reserve the right to adjust product prices accordingly. Any transportation costs incurred in connection with packaging returns are generally billed separately.

4. Payment terms

4.1 In the absence of any written agreements to the contrary, invoices are due for payment within 30 days of the invoice date. Bills of exchange and cheques are only accepted on account of payment subject to prior agreement to this effect. Any bank fees incurred are to be borne by the Customer.

4.2 In the event of late payment, the Customer will be charged default interest at a rate of 9 percentage points above the base rate. We expressly reserve the right to assert further claims for compensation in relation to the late payment.

4.3 If the Customer's financial circumstances significantly deteriorate once the purchase agreement has been concluded in a way that jeopardizes the Seller's claims; if bills of exchange or cheques are rejected; if settlement proceedings are instigated over the Customer's assets; or if the Customer becomes insolvent, we reserve the right to only make further deliveries subject to the provision of payment in advance or securities, regardless of any granted payment terms. Furthermore and without prejudice to any other rights to which we are entitled, we reserve the right to cancel this contract after a grace period granted for payment or the provision of collateral subject to the penalty of denial of service lapses to no avail. All outstanding invoices are then due for immediate payment.

4.4. The Customer is not entitled to offset our claims with claims that are disputed and/or not legally established and/or not ready for decision. The same applies to the assertion of rights to refuse performance and retention rights. In the absence of any written agreements to the contrary, the Customer is not permitted to assign rights arising from this contract to third parties.

5. Delivery time

5.1 Any delivery periods or dates proposed by the Seller for deliveries and services only constitute estimates in each case unless fixed deliver periods or dates have been expressly guaranteed or agreed.

5.2 We do not assume any liability if delivery proves to be infeasible, for nondelivery or delivery delays to the extent that these scenarios can be attributed to force majeure events or other events that could not be foreseen at the time the contract was concluded, namely epidemics, pandemics, disruptions to operations of any kind, fire, flooding, earthquakes, tsunamis, volcanic eruptions, war, difficulties in procuring materials, energy, packaging or transport space, transport delays, strikes, vandalism, lawful lockouts, shortages of labour, energy or raw materials, difficulties in obtaining the required official approvals, official measures or non-delivery, incorrect or late delivery by our suppliers, for which we cannot be held responsible.

5.3 We reserve the right to postpone delivery by a corresponding grace period in the case that any of the circumstances specified in Section 5.2 affect the execution of the purchase agreement. If any of the scenarios outlined in Section 5.2 results in a delivery delay in excess of four months, both parties reserve the right to cancel the contract. If delivery becomes infeasible or unreasonable due to one or more of the scenarios outlined in Section 5.2 on grounds for which we are not responsible, we may cancel the contract in its entirety or partially for the part yet to be executed. In this scenario, the Customer is not entitled to seek any compensation due to our inability to deliver an order. The above clauses do not affect any potential statutory cancellation rights.

5.4 Section 10 governs compensation claims asserted by the Customer due to delivery delays and infeasibility.

6. Place of performance and transfer of risk

Delivery is made from the warehouse, which is also the place of performance for the delivery and any replacement deliveries. Goods are always transported at the Customer's risk, regardless of which party is covering the shipping costs. The risk for the goods passes to the Customer when the goods are handed over to the delivery company, carrier or other party assigned with shipping the goods at the very latest – determined on the basis of the time at which the unloading process begins. The above clause applies mutatis mutandis in the event of partial deliveries or if the Seller has assumed responsibility for other services, including delivery or installation. Any delays to shipment or handovers for which the Customer is responsible cause the risk to pass to the Customer on the day the goods are ready for shipment and the Seller has notified the Customer of their status.

7. Retention of title

7.1 All goods delivered by us remain our property until full payment of all claims, including future claims, to which we are entitled arising from all business relationships, including the settlement of a current account balance.

7.2 Goods subject to retention of title may not be pledged to third parties or assigned as collateral. The Customer must inform us in writing without undue delay if action is filed to instigate insolvency proceedings against them or if third parties seize goods that belong to use due to wage garnishment, for example.

Any contractual breaches by the Customer, particularly failure to pay the due purchase price, entitle us to cancel the contract in line with statutory provisions and/or demand that the goods are returned on the basis of our ownership thereof. Notably, any demand that the goods are returned does not constitute cancellation of the contract. Instead, we are entitled to solely demand the goods are returned and reserve the right to cancel the contract. If the Customer fails to pay the due purchase price, we can only assert the above right if the Customer has been set a reasonable grace period for payment to no avail, or if a grace period is not stipulated according to statutory provisions.

7.3 Further processing is carried out on our behalf as the manufacturer pursuant to Section 960 BGB without any obligation on our part. In the cases stated in Section 947(2) and Section 948 BGB, if an item owned by the Customer constitutes the main item, the Customer hereby transfers co-ownership to us in proportion to the invoice value of the goods processed by us relative to the total value of the new main item. If the goods

processed by us are processed together with materials from third parties, we obtain coownership in proportion to the invoice value of our goods relative to the other materials. Any co-ownership acquired in this manner constitutes a claim to goods subject to retention of title held by the Customer for us free of charge.

7.4 Goods subject to retention of title may only be resold in the usual course of business and we reserve the right to refuse reselling in the cases stipulated in Section 4.3. The Customer must inform us without delay of any access to the goods and receivables that rightfully belong to us by third parties. Receivables from reselling are hereby assigned to us in the amount of any outstanding invoices until all our invoices have been paid. We accept this assignment. Obligations to which the Customer is bound subject to Section 7.2 also apply with regard to the assigned claims. If the value of the collateral held by us exceeds the total value of the receivables by more than 10%, we are required to release collateral at our discretion at the Buyer's request.

8. Intellectual property

8.1 We reserve ownership of all knowledge, documents and items provided to the Customer by us in relation to our quotes, namely formula and process information, drawings, samples or models, and our application-related advice. We hold the copyrights and related intellectual property rights to this knowledge, these documents and items pursuant to the Copyright Act (Urheberrechtsgesetz, UrhG). The Customer is not permitted to disclose the provided knowledge, documents or items to third parties without first obtaining our written consent.

8.2 The Customer is not permitted to register any property rights relating to copyrights and industrial property rights specific in Section 8.1, or to grant licenses related to these copyrights or property rights to third parties or affiliated company.

9. Warranty

9.1 The Customer agrees to carefully inspect the purchased goods for any potential defects without undue delay upon delivery to the specified location. If the Customer discovers a defect, the Seller must be notified without undue delay within 10 working days of delivery of the goods to the specified location with a precise description of the defect. Failure to report defects will result in assumed acceptance of the goods. Nevertheless, if a defect was not discovered despite careful inspection of the goods, it can be subsequently reported within 10 days of its discovery.

9.2 Any complains in line with Section 9.1 must be submitted in writing.

9.3 We do not accept any liability for repercussions caused by improper use of the purchase goods once the purchased goods have been processed.

9.4 If the goods are found to contain a defect, we will either fix the defect or deliver a new, faultless replacement (subsequent performance), at our discretion. Our right to refuse subsequent performance subject to statutory provisions remains unaffected by the above clause. If our attempt to fix the issue or deliver a replacement fails due to infeasibility, unreasonableness, refusal or unreasonable delays, the Customer reserves the right to cancel the contract or apply a reasonable discount to the purchase price. Please note that this cancellation right does not apply in the event of minor defects. If a defect can be attributed to culpable fault on the part of the Seller, the Customer may demand compensation in certain circumstances, as set forth in Section 9.1.

9.5 All warranty claims lapse if the Customer does not permit us to review the identity of the good subject to complaint and the alleged defects on site and does not provide samples without undue delay on request. Claims will likewise lapse if the processing or machining of goods is not immediately discontinued, or if our goods are mixed or otherwise combined with goods from other origins.

9.6 The Customer's warranty claims and claims for compensation become statute-barred within one year of the purchased item being handed over to the Customer. The above clause does not apply if we have fraudulently concealed the defect or if claims for compensation are asserted by the Customer on the basis of damage to life, limb or health, or due to damage caused by gross negligence or intent. In these scenarios, the statutory limitation period applies.

9.7 Any application advice provided verbally or in writing – including with regard to third-party property rights – does not release the Customer from the obligation to check the products delivered by use for suitability for the intended processes and purposes as well as their conformity with industrial property rights.

10. Compensation

10.1. We only assume liability for compensation claims asserted on the basis of culpable acts regardless of the legal grounds, including delays, defective or incorrect deliveries, breaches of duties arising from contractual obligations or duties agreed during contractual negotiations, illicit acts and product liability (under the Product Liability Act (Produkthaftungsgesetz, ProdHaftG), in cases where intent or gross negligence can be proven. The Seller cannot be held liable for minor negligence, unless the negligence in question constitutes a violation of material contractual obligations. Material contractual obligations refer to obligations on which proper execution of the contract relies and on the fulfilment of which the contractual may regularly rely. Liability is limited to damage that could typically be foreseen at the time the contract was concluded in the case of a breach of a material contractual obligation. In cases where our liability is limited or excluded, the corresponding limitation or exclusion apply mutatis mutandis to our employees, legal representatives and vicarious agents. The limitations stated here in Section 10 do not cover our liability for grossly negligent or intentional conduct, for guaranteed properties, for damage to life, limb or health, or for our liability according to the Product Liability Act.

10.2. We do not assume any liability for agreement made between the Customer and its customers beyond the scope of statutory warranty claims.

10.3. Any liability on our part beyond the scope of the above clauses is hereby excluded.

11. Final provisions

11.1 The contractual partners agree to observe the pertinent data protection regulations.

11.2 If the Customer is a merchant, the legal venue for all disputes arising from the contract is either Hamburg or the Customer's registered office, at our discretion. The sole legal venue for any legal action asserted by the Customer is Hamburg. Legal provisions governing exclusive jurisdiction remain unaffected by the above clauses.

11.3 All contractual relations between us and the Customer are governed by the law of the Federal Republic of Germany. The UN Convention on Contracts for the International Sale of Goods (CISG) and any other intergovernment or international conventions agreed in the future do not apply to our relationship with the Customer, including after their adoption into German law.

11.4 In the event that one of the above provisions is found to be invalid, this does not affect the validity of the remaining provisions. If the contract or these Terms and Conditions of Delivery are found to contain loopholes, any loopholes are to be replaced with legally valid terms that would have been agreed by the contractual partners in line with the economic objectives of the order and the purpose of these Terms and Conditions of Delivery had they been aware of the loophole.