

# General Terms and Conditions of Vogl Deckensysteme GmbH

(Last updated 03/2025)

## § 1 General

All Contracts, deliveries and services are regulated exclusively by our following General Delivery Conditions. They apply with regard to merchants and companies as well as for all future business relationships without the need for explicit repeated reference thereto. Any contradictory General Delivery Conditions, in particular the Customer's Conditions of Purchase, are only valid if confirmed by us. Our range of goods is aimed solely at companies and entrepreneurs. When ordering, Customers need to officially state that they are no consumers.

## § 2 Offer and Acceptance, Service Description

Product presentations on our websites or in our catalogues are only noncommittal presentations of goods. Our offers are non-binding. The acceptance of an offer that is still valid leads to a binding order only if and when confirmed by us in writing. Our written order confirmation is exclusively relevant for the terms of the Contract. Technical data and descriptions in our product presentations or marketing materials do not constitute a guaranty of quality or durability and particularly do not guarantee any specific properties. Any particular suitability of the Goods must be agreed upon in writing. In case of sample-based sales, the Purchaser shall inspect the Goods immediately and report any complaints in writing within a period of five days after the sample or specimen was sent. After this period has expired, the sample or specimen shall be deemed to be accepted and the desired contractual relationship shall come into effect. Customised orders are only realised when the technical requirements put forth by the Purchaser are unambiguous and feasible and are confirmed by us in writing. Models and tools remain our property, even when the Customer has paid for their construction.

## § 3 Prices, Terms of Payment and Default

The prices specified in the respective Contract, particularly in the order form or the order confirmation, plus statutory VAT (value added tax) shall apply. If a price is not explicitly defined, our respective price lists effective at the time of the Contract shall apply. The calculation of prices is based on the weights and quantities defined by us, unless the Purchaser objects immediately upon receipt of the Goods and proves the contrary. Packaging and transportation costs, and any costs of transportation insurance, are charged in addition. Unless otherwise agreed, our invoices are payable within 14 days of receipt. After this period has expired, the Purchaser will automatically be in default of payment. Discounts are only given if separately agreed upon. The final invoice amount minus shipping costs, packaging costs and pallet value is discountable. For any allowance of discounts, it is stringently required that any previous invoices – with the exception of invoices involving legitimate objections of the Purchaser – have been settled. If circumstances become known that give rise to justifiable doubt about the Purchaser's ability to pay, we have the right to freely choose to either withdraw from the Contract or to demand prepayments or securities for receivables due or future receivables from the entire business relationship, and to make the obligation to deliver dependent on the provision of such securities. Cheques will be credited only after being cashed, and assignments of receivables only after payment.

## § 4 Transportation, Transfer of Risk, Place of Fulfilment

Place of fulfilment is our business location in Emskirchen, Germany. Unless otherwise agreed upon, delivery will be made in accordance with Incoterms 2020 EXW Emskirchen. The transfer of risk takes place as soon as the Goods have been provided ready for loading and collection, or, in case of collection, as soon as we have expressed readiness for dispatch in writing. However, not prior to the delivery date agreed upon. Transportation of Goods takes place exclusively and in all cases at the Purchaser's risk, even if the delivery is carried out by us, be it with one of our own lorries and freight carriers or other commissioned third parties.

## § 5 Packaging

We charge for the pallets used for shipping. If the pallets are returned carriage paid in undamaged condition, we will accredit the same amount. If the Goods are packaged in a different way than the usual standard based on the Purchaser's wishes, these packaging costs will be charged separately.

We will take back pallets and other reusable packaging based on the following conditions:

- Minimum return quantity 25 pieces
- Service fee 3.00 EUR/pc. (costs for internal processing, wear and tear, small repairs, if any)
- The Customer must bear all related shipping costs.

## § 6 Delivery, Time of Delivery and Performance

As far as reasonable for the Customer, we may deliver our products as part orders. If an order is executed in part orders, we will specify the order of delivery of the Goods and the respective quantities. Specific delivery dates are only binding if expressly agreed upon and designated as binding. Delivery dates indicated serve for orientation only. If in an individual case, a specific delivery date is stipulated, it shall be binding only subject to the timely receipt of the necessary materials and the functioning free of any defects of the finished product in quality control. In case of force majeure, we shall be relieved from our obligation of delivery until the force majeure event has ended. We will immediately inform the Customer of such event. The impossibility of sufficient delivery with raw materials, the impossibility of obtaining means of transportation, as well as wars, acts of terror, pandemics, turmoil, strikes and lockouts shall be equated with force majeure. We generally do our best to meet agreed delivery dates, with the notification of readiness for dispatch qualifying as fulfilment of the delivery date. If the delivery is postponed by more than a month, both we and the Purchaser have the right to withdraw from the Contract with any claims for damages being excluded. In case of a performance default caused by us, the Purchaser has the right to withdraw if the delivery of Goods fails to take place

within a reasonable grace period. In the event of delayed delivery, the Purchaser is entitled to claim damage caused by delay in the amount of 1 % of the delivery price per full week of delay, however a maximum of 15 % of the delivery price. Further claims for damages resulting from delay cannot be made. The Purchaser must inspect the Goods on receipt according to § 377 HGB (German Commercial Code) and immediately notify us of any defects. Shipping damage must instantly be reported to us.

## **§ 7 Purchaser Rights and Obligations, Retention of Ownership and Prohibition of Assignment**

The Purchaser undertakes to collect the Goods declared ready for dispatch immediately and to pay within the term of payment in compliance with § 3. The Purchaser undertakes to immediately check the Goods for defects and to report any defects detected. The sold Goods remain our property until all receivables from the business relationship – also receivables that will arise in the future – are settled. Any handling or processing of the Goods shall be deemed as performed on our account. In case of consolidating or combining with external items, we shall acquire co-ownership of the percentage corresponding to the ratio of our Goods to the other items introduced by the Customer at the time of consolidating or combining. If the Customer acquires sole ownership of the new item, they will already now allow co-ownership at the ratio of the invoice value of the Goods subject to retention of title to the value of the new item. Until further notice, the Customer may resell the Goods in our ownership or co-ownership as part of orderly business operations, but may not pledge or transfer title to the Goods. If the Customer resells our Goods, or their Goods into which our Goods are integrated, on their account without receiving the complete purchase price in advance or concurrently against purchased items, the Customer shall undertake to arrange a retention of ownership in accordance with these Conditions with their own customers. The Customer shall already now assign their receivables from this resale as well as their rights from the retention of ownership agreed by them to us. On our request, the Customer shall be obliged to make this assignment known to their own customers, and furnish the particulars or deliver the documents required for their enforcement of rights against the Purchaser to us. In case of late payment, other severe violations of the Contract or substantial deterioration of the pecuniary circumstances of the Customer, they shall be obliged – on our request – to return to us any and all items we have a co-ownership in immediately and at their own expense. If the value of the securities from the retention of ownership exceeds our receivables from the business relationship with the Customer by more than 20 % in total, we will declare the release of securities of their choice on request of the Customer. Pallets included in the delivery of the Goods shall generally be exchanged for undamaged exchangeable pallets of the same type. If this is not possible, the pallets shall be charged separately.

## **§ 8 Industrial Property Rights**

The conclusion of a Contract shall by no means constitute our renunciation of any trademark rights and industrial property rights we may have. Unless we explicitly agree in writing in advance, no right of use shall be granted for intellectual property rights by the conclusion of the Contract; with the exception of the sole purpose of using or reselling the Goods as intended. Any right of use granted hereby or separately is limited exclusively to the agreed country of destination – subject to other legal regulations.

## **§ 9 Warranty and Compensation**

We guarantee that the Goods we deliver correspond to the specifications in the data sheets. We shall not assume any liability for the delivered Goods being suitable for use in the environments chosen by the Customer and meeting the specifications of the Customer, unless this has explicitly been agreed upon in writing and the Customer notified us in advance about the special requirements. Otherwise, the Customer themselves is responsible for the applicability of the Goods delivered for their environment. For deliveries outside the Federal Republic of Germany, the Customer themselves is responsible for verifying whether the Goods delivered meet the legal provisions and technical standards of the respective country. Minor deviations in the product properties, in particular minor differences in colour and texture as well as insignificant deviations in length, width and thickness of the material delivered, are not considered defects. Customary tolerances shall apply to all measures and weights we specify. If the Goods do not have these properties, the Purchaser can expect subsequent fulfilment within the warranty period, provided that they have complied with their obligation of immediate inspection and notification of defects. It is our decision whether we remedy or deliver replacement Goods. If this is impossible or too expensive, i. e. only possible by applying disproportionately high costs, we can refuse subsequent fulfilment. In this case, the Purchaser may withdraw from the Contract or, if they keep the defective Goods, demand an appropriate price discount. Here, the value of the Goods in a state free of defects and the significance of the defect for the fulfilment of the contractually intended results in particular need to be taken into consideration. If the Purchaser withdraws from the Contract without any justifying cause, they must pay lump-sum damages of 30 % of the value of the Goods due to breach of contract, unless the Purchaser can prove a minor damage. If our damage can be proven to be greater, we may demand higher compensation of damages. The warranty period is one year. In case of a building, and for items used in conformity with their customary manner of utilization for a building that were the cause of the defectiveness, it is five years.

## **§ 10 Liability**

Compensation claims for damages and expenses by the Purchaser are excluded, regardless of their legal basis, especially on account of neglect of duties deriving from the contractual obligation or from impermissible acts. This does not apply in case of the acceptance of a guarantee or a procurement risk. Nor does this apply where liability is legally mandated, such as under the Product Liability Act, in cases of premeditation or gross negligence, due to injury to life, body or health, or violation of essential contractual obligations. However, a damage claim regarding a breach of material contractual duties shall be limited to foreseeable damages typical of the Contract, unless gross negligence exists, or the liability involves injury to life, body or health. The above rulings do not constitute any change in the burden of proof to the disadvantage of the Purchaser.

## **§ 11 Instruction/Product Surveillance**

The Purchaser shall be obliged to carefully observe the product instructions issued by us and to forward them to any downstream users and/or customers with a special advice note. If the Purchaser fails to comply with this obligation, and if this failure leads to product or producer liability claims against us, they shall indemnify us from any such claims by internal arrangement; if circumstances for which we are responsible have been contributory, the indemnification shall be proportionate to the cause. The Purchaser shall be obliged to observe the products delivered and their practical application. This shall also apply after

effected resale. The obligation to product observation shall in particular relate to destructive characteristics of the product which are still unknown, or in relation to use or consequences of use which might lead to dangerous situations. We must be informed immediately of any knowledge gained.

## **§ 12 Technical Advice, Information, Training**

Our technical information, suggestions and consultative services are only binding if they are carried out in relation to a specific project and in writing. Furthermore, our specifications and guidelines related to the technical implementations apply.

## **§ 13 Component Suppliers**

We are entitled to appoint third parties for the fulfilment of the Contract. If the delivery contains merchandise from third parties, we are not obliged to inspect this merchandise above and beyond the common incoming goods inspection. We shall not be held responsible for any fault on behalf of the merchandise manufacturer. Any third-party advertising promises do not constitute a quality agreement.

## **§ 14 Time of Limitation for Claims**

Purchaser claims due to services rendered in breach of our duty, including compensation claims and claims for replacement of futile expenditures, will expire a year after delivery. Exempted from this are claims for damages according to the Product Liability Law and damages in context with the lack of assured properties; these claims expire three years after delivery.

## **§ 15 Export Control**

The Purchaser confirms that the Goods will not be used – as a whole or partially – for any activities in connection with the development or manufacturing of nuclear, chemical or biological weapons. The Purchaser confirms that the above-mentioned products are not intended to be used – as a whole or partially – for military purposes or for a military end user. The products will thus only be used for civil purposes. In addition to that, the Purchaser confirms that the above-mentioned products will not be transferred to any natural or legal person, legal entity or corporate body subject to sanctions or embargo regulations without the prior consent of the German BAFA (Bundesamt für Wirtschaft und Ausfuhrkontrolle, Federal Office for Economic Affairs and Export Control). The products shall be delivered to third parties/companies only on condition that these entities/corporations accept the obligations under this Declaration as binding for themselves, and on condition that these entities or corporations are known for their trustworthiness and reliability with regards to meeting such obligations.

## **§ 16 Supply Chain**

We review and monitor our supply chains according to the applicable mandatory statutory regulations of the Federal Republic of Germany. We are not obliged to perform any additional reviews and monitoring.

## **§ 17 Place of Jurisdiction, Applicable Law**

Exclusive place of jurisdiction for any claims resulting from the contractual agreement is the court in charge of our company's headquarters. The law of the Federal Republic of Germany is exclusively applicable; the Convention on Contracts for the International Sale of Goods (CISG) and the regulations of international civil law are expressly excluded.

## **§ 18 Final Clause, Severability Clause**

Additional oral agreements besides the written Contracts have not been made. Any changes and amendments require the written form. In case individual provisions of these Delivery Conditions are invalid as a whole or in part, the validity of the remaining provisions shall not be affected.