

TERMS Of SERVICE
ROELLINGHOFF GmbH PRÄSENTE & DESIGN
(2023)

1. Scope of application

- 1.1. These General Terms and Conditions of Sale apply to all and any business transactions between **ROELLINGHOFF GmbH PRÄSENTE & DESIGN** (in the following "Agentur") and the **Customer**, even when not explicitly mentioned or included in subsequent contracts or transactions.
- 1.2. Any adverse, additional or diverging terms and conditions of the Customer are excluded from becoming part of the contract except in case of express written consent from the Agentur. The present General Terms and Conditions shall apply also if the Agentur, while knowing about any conflicting or diverging terms and conditions of the Customer, executes the Customer's order without reservation.
- 1.3. Any additional or diverging terms and conditions to be agreed between the Agentur and the Customer for a specific contract are to be set down in writing. This applies also to the suspension of said "in writing" requirement.
- 1.4. All and any rights that the Agentur is allowed by law beyond the present Terms and Conditions shall remain unaffected.

2. Conclusion and modification of contract

- 2.1. All offers are subject to change and are non-binding.
- 2.2. Pictures, drawings, indications of weight, dimensions and all other information used to describe the merchandise in the documents accompanying the offer or in other documents, specifically the files made available on the companies website or in catalogs, flyers and price lists provided by the company, are only of an indicative nature except if expressly defined as binding. Such indications shall not constitute any guarantee or agreement as to certain characteristics of the merchandise.
- 2.3. Roellinghoff GmbH reserves all rights of ownership as well as the copyright for all documents included in the offer. These documents shall not be made available to third parties.
- 2.4. The Agentur shall only be bound to executing an order if the Agentur has sent a written order confirmation. An automatically generated order confirmation without signature and name shall be deemed meeting this "in writing" requirement. If the Agentur remains silent and does not react to statements, orders, requests or other declarations of the Customer, this silence shall only be deemed to imply consent if this has been expressly agreed in writing. In case the order confirmation contains any obvious mistakes, typing or calculating errors, it shall not be binding for the Agentur.

3. Scope of delivery

- 3.1. The relevant document for the scope of the delivery shall be the written order confirmation submitted by Roellinghoff GmbH. For any changes in the scope of delivery or performance to become valid, these must be confirmed in writing by Roellinghoff GmbH. The company reserves the right to change characteristics of the merchandise insofar as these changes are not substantial, and to the extent that they are reasonably acceptable for the Customer.
- 3.2. Partial deliveries shall be admissible.

4. Delivery period

- 4.1. Delivery periods and dates shall be agreed in writing. Delivery periods and dates proposed by Roellinghoff GmbH shall remain non-binding except if expressly defined as binding.
- 4.2. The delivery period starts as soon as Roellinghoff GmbH has submitted the order confirmation, but not before the due and timely fulfillment of the Customer's contractual obligations, notably any agreed advance payment (relevant date: date of receipt by Roellinghoff GmbH)
- 4.3. The delivery date shall be deemed complied with if Roellinghoff GmbH has dispatched the merchandise before the deadline or advised the Customer that the merchandise is ready for dispatch or pick-up. The agreed delivery period shall only be binding if Roellinghoff GmbH has received the deliveries of any suppliers in due time, form and quality.
- 4.4. In the case of delay or default of delivery, the Customer may set Roellinghoff GmbH an appropriate period of grace combined with an announcement of refusal to accept performance. Following the fruitless expiration of this period of grace, the Customer shall be entitled to withdraw from the contract.

5. Transfer of risk

- 5.1. Shipment is at the Customer's risk. As soon as the merchandise has been handed over to the person or company commissioned to carry out the shipment or has left the company storage facility for the purpose of shipment, the risk shall pass to the Customer. This shall also apply in the case of partial deliveries or if Roellinghoff GmbH has taken over supplementary performances such as shipment costs or transport insurance. On request of the Customer and at the Customer's expense, the Roellinghoff GmbH will take out transport insurance against the risks specified by the Customer. In the case of ex-works delivery, the risk of accidental loss or deterioration of merchandise passes to the Customer at the moment that the merchandise has been handed over to the person carrying out the transport. In the case of duty-paid delivery to the Customer's hands, the risk passes to the customer at the latest when the merchandise reaches the Customer's loading platform or building entry.
- 5.2. If the Customer is in default of acceptance or neglects any other obligations to co-operate, the Agentur is entitled to compensation for the damages incurred, including any additional expenditures. After fruitless expiration of an appropriate period, the Agentur is entitled to freely dispose of the merchandise. A Customer in default of acceptance cannot hold the Agentur bound to the agreed delivery date, but shall allow an appropriately extended period for delivery of the merchandise.

- 5.3. The Customer shall accept delivery if the merchandise presents minor deficiencies. The acceptance of delivery shall not prejudice the Customer's entitlement to claims for defects.

6. Prices and payment

- 6.1. All prices are in EURO and ex works, except if otherwise agreed. Any costs incurred on the basis of special requests of the Customer – such as special packaging; customization like logos or advertising slogans printed, engraved or embossed on the merchandise; made-to-order products or samples – shall be agreed separately and invoiced accordingly. Up-front costs (e.g. for preparatory work, drafts and proposals, or design, production and shipment of samples) shall be invoiced at cost if the Customer does not place an order. In case of leather or textile goods, chinaware or glass items, production-related technical reasons may result in excess or short deliveries by 10 to 15%. Prices are exclusive of Value Added Tax. The statutory Value Added Tax (rate applicable on the day the invoice is issued) will be stated separately on the invoice.
- 6.2. For quote requests of a complex nature that require substantial preparatory work (research, calculation and preparation of the quote, presentation of the suggested products etc.), the Roellinghoff GmbH will be entitled to invoice the hours worked (**hourly rate of €185, excl. VAT**) if the customer does not place the corresponding order or if the ordered volume falls substantially short of the announced order volume.
- 6.3. Roellinghoff GmbH reserves the right to invoice an agency fee (for procurement and handling) of 10 to 15% of the net order volume in case of special customer requests that are not covered by special agreements between Roellinghoff GmbH and the manufacturer/supplier of the corresponding products.
- 6.4. Roellinghoff GmbH shall endeavor to choose the best shipment mode (parcel service like DHL or UPS, courier, shipping company, air freight) in accordance with the specific circumstances, notably distance, urgency, weight, dimensions and climate as well as applicable export and import regulations. For merchandise shipped as standard package within Germany, Roellinghoff GmbH will invoice a flat fee for shipment and handling, including outer packaging and padding, as stated in the offer. Costs for other shipment modes, in particular express shipments, cross-border shipments and bulky parcels, shall be charged separately.
- 6.5. For small orders (net value below EURO 100 net) there shall be a surcharge of 20 % of the order amount.
- 6.6. The Roellinghoff GmbH reserves the right to make acceptance of a specific order contingent on an advance payment (new customer) and after an arrangement an advance payment of 50% of the order amount.
- 6.7. Any orders for which no fixed prices have been agreed explicitly shall be invoiced according to Roellinghoff GmbH price list valid on the day of shipment. The statement of the price valid on the order date in an order form or an order confirmation shall not be deemed an explicit agreement regarding a fixed price. If, by the date of shipment, the costs for an item have increased due to production-related reasons, the Roellinghoff GmbH reserves the right to adapt the price accordingly, regardless of the price stated in the offer or the order confirmation.
- 6.8. Except if otherwise agreed, the invoiced amount (delivery price less any advance payments made) shall be payable without deductions immediately after delivery. Payment date shall be deemed to be the day on which the invoiced amount is credited to the Roellinghoff GmbH account. In case of default of payment, the Customer has to pay interest on arrears at a rate of 9 % over the current base rate per annum. Additional claims for damages are not excluded.
- 6.9. If circumstances become known to the Roellinghoff GmbH that place the creditworthiness of the Customer in question, the Roellinghoff GmbH shall be entitled to declare the whole of the remaining debt due. In this case the Roellinghoff GmbH shall also be entitled to demand advance payments or the provision of securities. The Roellinghoff GmbH reserves the same right in the case of first-time customers and made-to-order products.

6.10. Offsetting against counter-claims of the Customer shall only be permitted if these counter-claims are legally settled or undisputed. The Customer shall only be entitled to withhold payment if the counter-claim arises from the same contractual relationship.

7. Claims for defects, warranty

- 7.1. The exercise of the Customer's right to claim a defect presupposes that the Customer has examined the merchandise upon delivery and immediately notified the Roellinghoff GmbH in writing of any defects found, at the latest two weeks after delivery of the merchandise. Hidden defects shall be reported in writing immediately after discovery. The Customer shall include a written description of the defect(s) with the claim. For hidden defects that are not to be found after immediate examination, the Customer shall only have the right to assert a claim only if the notification of defects is received within one year of the start of the legal period of limitation. Slight deviations in format, color or material of the merchandise as well as in print colors and in customized finishing (engraving, embossing and embroidery) that are due to the nature and condition of the materials used, or inconsistent material composition within a single batch are to be tolerated by the Customer unless otherwise agreed in writing.
- 7.2. In case of defective merchandise, the Customer is entitled to subsequent performance, either in the form of reworking (remediation of the defect) or replacement delivery, at the Roellinghoff GmbH choice. In the case of remediation of defect, all expenditures for the necessary reworking, notably costs of transport, travel, wages and material, fall under the responsibility of the Roellinghoff GmbH, except for additional costs caused by the fact that the merchandise has been transported to a location different from the delivery address. Any personnel, operating and material costs for which the Customer claims compensation in connection with the reported defects shall be calculated at cost price.
- 7.3. If the Roellinghoff GmbH is unable or unwilling to provide remedy, the Customer is entitled to withdraw from the contract or demand a reduction in the purchase price, at the Customer's discretion. This provision shall apply also if the attempt at remediation fails, or if the Customer cannot reasonably be expected to accept it, or if it is delayed beyond an acceptable period for reasons that fall under the Roellinghoff GmbH responsibility.
- 7.4. All claims under the warranty lapse if the Customer of his own accord interferes (e.g. repair) with the goods that are the subject of the contract, modifies them in any way at all, irrespective of the extent to which such modifications take place or have taken place. Natural wear as well as defects resulting from improper handling shall not give rise to claims for defects.
- 7.5. Claims of the customer for repayment of expenses instead of damages in place of performance are excluded provided that these expenses would not also have been incurred by a reasonable third party.
- 7.6. The Roellinghoff GmbH shall be liable without limitation for damages arising from a breach of warranty or from loss of life, physical injury or damage to health. The same shall apply in case of intention or gross negligence. The Roellinghoff GmbH shall only be liable for slight negligence if in breach of essential contractual obligations that arise from the nature of the contract or are of special importance for the achievement of the contractual purpose. In the event that the Roellinghoff GmbH has breached such obligations or in the case of delay or impossibility of performance, the liability of the Roellinghoff GmbH shall be limited to damages typically to be expected in the context of such contract. Any applicable provisions of the law regarding statutory product liability shall remain unaffected.
- 7.7. The limitation period for claims for defects by the Customer is one (1) year. This period of limitation also applies to claims in tort arising from a defect of the merchandise. The period of limitation starts with the delivery of the merchandise. The Roellinghoff GmbH unlimited liability for product defects, or for damages arising from a breach of warranty, or caused by intention or gross negligence on the Roellinghoff GmbH part, or for loss of life, physical injury or

damage to health shall remain unaffected. No statement given by the Roellinghoff GmbH with regard to a claim for defects asserted by the Customer shall be deemed to represent the entry into negotiations regarding the claim or the causes on which the claim is based, insofar as the Roellinghoff GmbH comprehensively rejects the claim for defects.

8. Reservation of title

- 8.1. The delivered merchandise remains the Agentur's property until all unsettled accounts arising from the business relationship between the Agentur and the Customer have been paid in full. The Customer shall treat the merchandise subject to reservation of title with due care for the whole duration of the reservation of title.
- 8.2. The Customer shall not be entitled to pledge any merchandise subject to reservation of title, transfer it by way of security or dispose of it in any other way that would jeopardize the Agentur's property rights. In the event of seizure or other interventions by third parties, the Customer shall inform the Agentur without delay and in writing and provide all necessary information. In parallel, the Customer shall inform the third party of the Agentur's title to the merchandise, and support the Agentur in taking suitable measures for the protection of the merchandise subject to retention of title.

9. Product liability

- 9.1. The Customer shall not modify the merchandise. In particular the Customer shall not modify or remove any warning tags regarding potential risks caused by improper use of the merchandise. In case of breach of this contractual duty, the Customer shall indemnify the Roellinghoff GmbH in their internal business relationship, from any product liability claims by third parties, insofar as the Customer is responsible for the defect causing such liability.
- 9.2. In the event that a product defect forces the Roellinghoff GmbH to recall the product or issue a product warning, the Customer shall support the Roellinghoff GmbH and carry out all reasonable measures as instructed by the Roellinghoff GmbH. The Customer shall bear the costs for the product recall or the product warning insofar as the Customer is responsible for the defect of the product and the resulting damages under the principles of product liability law. Further claims of the Roellinghoff GmbH shall remain unaffected.
- 9.3. The Customer shall inform the Roellinghoff GmbH in writing and without delay of any risks associated with the use of the contract merchandise and possible product defects as soon as they have come to the Customer's attention.

10. Force majeure

- 10.1. If a case of force majeure prevents the Roellinghoff GmbH from fulfilling any contractual obligations, in particular delivery of the merchandise, the Roellinghoff GmbH shall be relieved from the duty to perform for the duration of the force majeure event plus an appropriate preparatory period, without obligation to compensate the Customer for damages. This shall also apply if the fulfillment of the Roellinghoff GmbH contractual duties is made overly difficult or temporarily impossible by circumstances that the Roellinghoff GmbH could not foresee and cannot be held responsible for, notably strike, measures taken by public authorities, insufficient energy supply, a supplier's incapability to deliver, or major disturbances of operations. This shall also apply if such disturbances affect the Roellinghoff GmbH subcontractors. The

Roellinghoff GmbH shall not be held responsible for such circumstances even if the Roellinghoff GmbH is already in default of delivery at the time of the disruptive event.

10.2. The Roellinghoff GmbH shall be entitled to withdraw from the contract if such disruptive circumstances persist for more than four months and the fulfillment of the contract is of no further interest for the Roellinghoff GmbH because of the obstacle. At the end of the period and at the Customer's request, the Roellinghoff GmbH shall declare if it will execute this right to withdraw from the contract or deliver the contract merchandise within a reasonable period of time.

11. Confidentiality

The Contractual Parties undertake to keep any mutually disclosed information declared "confidential" or that is, by its nature, recognizable as a business or company secret, strictly confidential for an unlimited period of time, and refrain from recording such confidential information, exploiting it or passing it on to third parties. The parties will conclude suitable contractual agreements with their employees and representatives to ensure that these persons also refrain from the exploitation, transmission or unauthorized recording of such business or company secrets.

12. Final provisions

12.1. The Customer's rights and obligations towards the Roellinghoff GmbH shall not be assigned to third parties, except with the company prior written consent.

12.2. The legal relations between the Customer and the Roellinghoff GmbH shall be governed by the law of the Federal Republic of Germany to the exclusion of the United Nations' Convention on Contracts for the International Sale of Goods (CISG).

12.3. The exclusive legal venue for all and any disputes arising from the business relationship between the Customer and the Roellinghoff GmbH shall be the court of the district where the Roellinghoff GmbH has its principal seat of business. The Roellinghoff GmbH shall also be entitled to file a claim at the court of the Customer's principal seat or at any other venue permitted by law.

12.4. Place of fulfillment of all performances by the Customer and by the Roellinghoff GmbH shall be the seat of the Roellinghoff GmbH

12.5. If any part of these General Terms and Conditions should, in full or in part, be or become invalid or unenforceable or if these conditions should prove to be incomplete, the remaining provisions shall remain in full force and effect. Any invalid or unenforceable provision shall be considered replaced by a valid or enforceable provision that comes as close as possible to the purpose and intention of the original, invalid or unenforceable provision. In the event that these conditions should prove to be incomplete, it shall be assumed that the Contractual Parties have agreed on a provision that corresponds to the purpose and intention of what the Parties would have stipulated if they had taken the matter into consideration from the outset.