

General terms and conditions of supply, delivery and payment

weinor GmbH & Co., registered offices: Cologne, Germany; registered with the Commercial Register of Cologne under the number HRA 5676; individually liable partner: weinor Beteiligungs-GmbH, registered offices: Cologne, Germany. Registered with the Commercial Register of Cologne under the number HRB 4661, Managing Director: Tim Fuldner.

1. Scope of application

- 1.1. Our General Terms of Delivery and Payment (Terms and Conditions of Business) apply exclusively to all current and future contractual relations between weinor and companies in the sense of § 310 BGB [German Civil Code] (customers). Terms and conditions which contradict our Terms and Conditions of Business, or any terms and conditions from the customer which deviate from the same, are not accepted by us unless at least expressly confirmed by us in text form. Our Terms and Conditions of Business also apply should we deliver to the customer knowing that the customer's Terms and Conditions of Business differ from our own.
- 1.2. All contractual agreements between us and the customer must at least be established in text form.
- 1.3. In addition to these Terms and Conditions of Business, the "IVRSA Guideline for the Assessment of Ready-made Awning Fabrics" of the Industrievereinigung Rollladen-Sonnenschutz-Automation, a specialist group of the "Industrieverband Technische Textilien-Rollladen-Sonnenschutz e.V.", in the respective valid version and the information provided by the manufacturers of awning fabrics, excerpts of which are printed in the price list provided prior to conclusion of the contract, apply.

2. Offer, confirmation of order and conclusion of a contract

- 2.1. Our offers and all details given in price lists, brochures, on websites, etc. are to be understood as being without commitment unless expressly otherwise stated in the confirmation of order or a contract.
- 2.2. The customer must inform us of any special requirements for our products in good time in text form before the conclusion of the contract. These details do not extend our contractual obligations and liability in as far as this is not at least agreed in text form or at least guaranteed by us in text form.
- 2.3. The customer's order can be placed by telephone, electronically, for example by fax, E-mail in text form or in writing and represents a binding offer which we may accept within two weeks of receipt by confirmation of the order or, in the case of orders for awning fabrics, by sending the goods. Longer acceptance periods granted by the customer take precedence.
- 2.4. The customer is obliged to check that our confirmation of the order is complete and correct. If the confirmation of the order is not objected to without delay do not match and the customer does not inform us, the contract is concluded on the basis of our confirmation of the order.
- 2.5. None of the customer's rights arising from the contract are transferable.

3. Prices

- 3.1. Unless otherwise provided for in the contract or confirmation of the order, our prices shall be based on the price lists valid on the day of the conclusion of the contract or confirmation of the order.
- 3.2. Our prices are ex works and do not include the cost of freight, postage, packaging, insurance or any other shipping costs.
- 3.3. Our prices are exclusive of value-added tax at the current rate; this is to be paid at the rate applicable on the day of invoicing and will be shown in the invoice separately.

4. Terms of payment and failure to pay, payment in advance/collateral, modification of terms due to force majeure, compensation and possessory lien

- 4.1. Payments for orders which are settled within 3 days via a granted SEPA Business-to-Business Direct Debit Mandate are subject to a 4% cash discount. The deadline for the pre-notification is hereby shortened to 2 days. Any costs incurred due to the mandate being reversed or not being honoured shall be borne by the customer provided that the reversal or failure to honour the mandate was not caused by us. Payments effected within 10 days of date of invoice without a SEPA Business-to-Business Direct Debit Mandate are granted a 3% cash discount. Orders placed via the E-shop are subject to a 5% cash discount provided that payment is settled within 3 days using a SEPA Business-to-Business Direct Debit Mandate; a 4% cash discount shall apply to payments made within 10 days using a SEPA Business-to-Business Direct Debit Mandate. The terms and conditions agreed above for the pre-notification deadline and the costs for not honouring the mandate shall apply accordingly. Independent of cash discounts, invoices are due within 10 days of receipt or following expiry of the period stated in the invoice. If a SEPA Business-to-Business Direct Debit Mandate is issued but is reversed or not honoured for reasons beyond our control, the corresponding invoice amount shall become due with immediate effect.
- 4.2. Should the payment deadline be exceeded, we shall be entitled to charge interest on arrears amounting to 9% per annum. We reserve the right to assert of higher damages for delay. The customer shall be entitled to prove that, in individual cases, either no loss or damage or a lower loss or damage has occurred. We are entitled to require payment in advance or collateral before carrying out pending deliveries in case of delay in payments. This also applies in the event of a significant deterioration or considerable risk in the customer's financial circumstances so that the demand for payment of the purchase price is at risk due to the customer's lack of financial capacity. A lack of financial capacity must also be assumed if there is sufficient information from a credit insurer or credit agency (e.g. Kreditreform) with negative credit rating. Payment in advance and collateral can also be demanded if enforcement proceedings have already been initiated against the customer.
- 4.3. The customer is only be entitled to set-off rights if his counterclaims have been established in a court of law as final and absolute, are undisputed or have been accepted by us. The customer shall furthermore only be entitled to exercise a possessory lien if his counterclaim is founded on the same contractual relationship.
- 4.4. Should the customer fall into arrears with payments, we shall be entitled to retain up to half of the customer's valid or agreed rebates and to set these off against the most overdue payment claims in such a way that the principal claim is settled first, followed by the interest due and then the costs incurred.

5. Consent to electronic invoicing

We are entitled to issue invoices electronically in as far as this is not provided for by law anyway. Our customer hereby expressly consents to receiving invoices electronically. The invoices are sent to the last known electronic address.

6. Delivery and call-off periods; customer co-operation, delay in delivery or impossibility due to force majeure, partial deliveries and services, acceptance

- 6.1. Delivery periods are subject to change. Agreements relating to delivery dates are not in principle fixed delivery date agreements unless these have been expressly confirmed as such by us in writing, or in text form. Should a fixed delivery date be agreed, no guarantees can be given as to the exact time of delivery. Delivery dates are deemed to have been met as soon as we have indicated that the consignments are ready for dispatch.
- 6.2. Adherence to our obligation to deliver is subject to the customer meeting his obligations on time and in the due and proper manner. Otherwise, the delivery will be extended by a reasonable amount of time.
- 6.3. Delays in delivery at our company or our supplier's plant which are the result of force majeure or other events beyond our control – especially strikes, lockouts, disruption of the delivery chains, government intervention, pandemics or epidemics, natural catastrophes, riots, cyber attacks, effects of war or acts of terror – entitle us to postpone delivery by a reasonable period of time or to withdraw from the contract. Should it prove impossible for us or our supplier to deliver or provide the service, both we and our supplier shall also be released from our obligation to deliver or provide the service. In the event of a delay or should it be impossible to provide the service, we shall inform the customer without delay. In such cases, advance payments from customers are refunded.
- 6.4. Unless otherwise agreed contractually in writing or in text form, and provided that it is reasonable for the customer, we shall be entitled to provide partial deliveries and partial performance.
- 6.5. Call-off orders, or the specification of individual partial deliveries, are, as far as possible, and only with our agreement at equal intervals, in equal quantities, and in enough time to enable due and proper manufacture and delivery. Should the consignments not be called off or specified at all or not in good time, we shall be entitled to withdraw from the contract if the set deadline has not been met.
- 6.6. Should an agreement between us and the customer specify that the goods are subject to inspection under specific conditions, the inspection of the goods shall take place at our works. All the costs relating to this – provided that these relate to the deployment of our staff, our material and our equipment – are borne by us, whereby all travel and accommodation and auxiliary expenses for an examiner provided by the customer are borne by the customer. Should the customer fail to accept the goods for reasons within his/her control or due to any fault on his/her part, the goods shall be deemed to have been supplied in the due and proper manner upon their leaving our works.
7. **Transfer of risk – Shipping/packaging**
 - 7.1. Unless otherwise stated in the order confirmation, delivery of the goods shall be "ex works". Our works are located in Cologne and Möckern (Germany). It is also hereby expressly agreed by the two parties that the Incoterm Code EXW (2020 version) shall apply.
 - 7.2. All risks shall be transferred to the customer as soon as the goods leave our works in Cologne or Möckern. This applies equally when the goods are transported by our own vehicles or when we agree to take on or perform other services such as

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- shipping costs or delivery. If the delivery is stipulated as "carriage paid" in the confirmation of the order, this does not change the fact that the risk transfers to the customer when it leaves our works. We are under no obligation to unload the goods on behalf of the customer.
- 7.3. Should shipment or acceptance of the goods be delayed or not performed due to circumstances beyond the control of the customer, all risks shall be transferred to the customer as soon as the customer has been notified that the goods are ready for shipment and delivery. Should shipment be delayed due to or at the request of the customer, we shall store the goods at the expense and risk of the customer. In this instance, notification that the goods are ready for shipment shall be equivalent to having shipped the goods.
- 7.4. Should we consent to the goods being returned, the customer shall bear all risks until the goods reach our works.
- 7.5. Should the customer request a specific form of packaging, we accept no liability for the suitability of such packaging for the chosen method of delivery.
- 7.6. We will accept the return of transport and all other packaging materials, as defined under the packaging regulations at the place of performance, to our works (Cologne and Möckern), after use at no charge if no other arrangements have been made. The transport costs for the return transport of the used packaging and other packaging materials to our works in Cologne and Möckern shall be borne by the customer. Lattice boxes and pallets are our property and will be taken back by us at the delivery location.
- 7.7. On request, we will obtain transportation insurance, at the customer's expense, to cover the consignment.
- 8. Retention of title and retention of title security**
- 8.1. All the deliveries made by us are subject to retention of title. The property shall not pass on to the customer until the complete settlement of all open demands resulting from the mutual business relationship including interest and costs.
- 8.2. Should the goods subject to retention of title be attached to any real estate by the customer to the extent that they become an integral part of the property, the customer hereby transfers to us the corresponding, highest priority part of the claims against his client and/or the building owner together with all ancillary rights in the amount of all monies owed to us by the customer. In the event of resale, the customer shall transfer to us his/her claims against the purchaser for the same amount.
- 8.3. In the course of normal business, the customer shall, however, be entitled to dispose of the goods subject to retention of title and to collect the purchase price. Said entitlement shall expire, should the customer be in arrears with payments to us. In this instance, we shall be entitled to collect all the items we have already delivered. The customer hereby consents to our taking such action. The customer shall not be entitled to pledge or to assign by way of security the goods subject to retention of title. Should the goods subject to retention of title be pledged or our rights encroached upon by any other form of third-party action, the customer must inform us without delay by registered mail. If any costs incurred by us due to the fact that we suffer enforcement measures or other impairments, the customer will reimburse us for such costs. In the event of seizure or other enforcement measures, the customer must draw attention to weinor's ownership, take all legal measures to defend against enforcement and notify us immediately of all actions.
- 8.4. The customer undertakes to obtain adequate insurance cover for the goods subject to retention of title. The customer hereby transfers to us any claims arising from such insurance.
- 8.5. At the request of the ordering party, we undertake to release any securities owing to us provided the current value of our securities exceeds the claims which are to be secured by more than 10%. The decision on which securities are to be released shall be at our sole discretion.
- 9. Installation, installation instructions and base/awnings and wind category, snow loads and filiform corrosion**
- 9.1. Unless otherwise agreed, at least in text form, the installation of the supplied goods is not the subject of our services. The installation work is to be carried out by our customer at their own risk. If requested extra, we will also assist our customer through training courses or other assistance. The provision of such assistance shall not imply any changes to the customer's obligation to carry out the installation work.
- 9.2. Our installation instructions and our verbal or written advice on using our products are intended to provide the customer with information on the best possible use of our products and services. They are not intended to release the customer from their duty of due diligence to inspect the suitability of our goods and services for the intended purpose. This applies especially to information about the design and quantity of the required brackets and inspection of the load bearing capacity, as well as the nature of the assembly base, and the disclosure of such information to us when placing the order. Should the customer not provide any details about the brackets or the assembly base when placing the order, we supply brackets of a design and in a quantity suitable for installation on concrete with a facing of up to 20 cm (non-pressure-resistant base) for wind resistance class 1. Should it not be possible to use the product as set out in the agreement because of inadequate or inaccurate information being provided by the customer, we shall only be liable should we or our employees have acted with intent or gross negligence.
- 9.3. Given the complexity of the interaction between building materials, tools and fastening elements, we recommend that customers inform and assure themselves of the specific building conditions, especially static conditions, at the site in question. This applies especially to testing the load bearing capacity and the nature of the assembly base. Since we never carry out any installation work for the customer and only supply the goods to a customer's order, we accept no liability in this regard.
- 9.4. Our awnings comply with the requirements of the agreed wind resistance class 1. This presupposes that the awning is installed by our customer in a proper manner not otherwise involving any technical defects. At the same time, this presupposes that the awning is installed using the type and quantity of brackets recommended by us, that the strength of the fixings prescribed by us has been taken into account during the installation work and that the manufacturer's instructions concerning fixings are followed during installation.
- 9.5. The customer is responsible for independently checking the snow loads and different snow load zones, depending on the installation location and the applicable national and international standards, especially in Austria and in areas with heavy snowfall, etc., as we are not usually familiar with the installation location and use. The suitability and utilisation risk is borne by the customer. We additionally refer to the price list together with information on statics and snow loads.
- 9.6. Unless otherwise agreed at least in text form, awnings delivered by us are designed for fitting with a revision appliance accessible from the outside, depending on the nature and purpose. If the awning is affixed to the facade in such a way that the revision cannot be attached from the outside, we shall, in the event that the awning has defects, not be liable for costs or damages connected to the opening up and sealing of the facade associated with the removal of defects of the awning delivered. This shall also apply in a case of warranty claim. The customer must inform the end customer of the need for a revision appliance to be manufactured which is accessible from the outside.
- 9.7. Filiform corrosion (= growth of thread-like traces of corrosion under a layer of paint) can occur under certain conditions of atmospheric humidity and electrolyte content, e.g. in coastal regions. The customer must check whether our product is suitable for the conditions intended at the place of use. Small parts where filiform corrosion may occur must be treated with a primer in accordance with the state-of-the-art. Filiform corrosion does not constitute a defect. The customer bears the risk that filiform corrosion may occur.
- 10. Warranty, obligation of inspection and notification of defects in writing, compensation for damage and exclusion of liability**
- 10.1. Variations in colour, material and design which are normal in the industry and trade are not defects. The properties of samples are only part of the contract if this has been expressly agreed at least in text form. We warrant that the products are free from manufacturing defects and defects in the material. However, we give no guarantees that the design and make-up of the ordered items comply with the provisions under public law for the intended purpose.
- 10.2. Upon delivery, the goods should be inspected immediately to ensure that they are as ordered and should be checked for defects. Such checks must be carried out at the latest on our customer's premises. Any defects found must be notified. Should the customer arrange for delivery to be made to a third-party location, e.g. the customer's home, all risks arising from direct delivery are the customer's responsibility as soon as the consignment has left the supplier's works. Notices of defect must be reported to us and at least in text form no later than 8 days after receipt, i.e. be received by us. Hidden defects and/or faults which only appear during the period of warranty are subject to the same procedure and period of notice after discovery of the defect. Failure on the part of the customer to comply with the obligation to examine and to lodge a complaint about faults shall invalidate the warranty. The goods are considered to be approved. This does not apply in the event of a grossly negligent breach of duty or malicious conduct by us, in the event of an injury to life, limb or health or a warranty promise that the goods are free from defects or any other statutory cases of liability.
- 10.3. We are liable for material defects in the event of proper fulfilment by the customer of the inspection and notice of defects regulated in Section 10.2 as follows: Should the defect lie in the purchased item, we shall, at our discretion, be entitled to rectify the defect or to supply a fault-free product (remedy), unless our customer is bound by this decision in the case of end delivery to a consumer. We shall only be liable if the defect is substantial. Should either or both types of remedy

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be impossible or unreasonable, we shall be entitled to refuse to provide a remedy. We can refuse subsequent fulfilment General Terms of Delivery and Payment as long as the customer fails to make payments corresponding to the fault-free portion of the service. Should remedy be impossible or ineffective, the customer has the option of reducing the purchase price to an appropriate level or of withdrawing from the agreement as provided for in law.

- 10.4. Notwithstanding any agreements to the contrary below, no other customer claims shall be accepted irrespective of the legal basis (especially claims for damages arising from an infringement of ancillary obligations under the contract; unlawful acts, or any other tortious liability and claims for reimbursement of expenses, with the exception of those claims set out in Sect. 439 Para. 2 BGB and Sect. 439 Para. 3 BGB (German Civil Code)). This applies especially to claims for damages not directly related to the purchased item as well as to claims for damages for loss of profits. The customer's rights of recourse in the event of resale in accordance with Sect. 445a BGB are waived. Liability in the event of careless infringement of a material contractual obligation (cardinal obligation) shall be limited to the amount of foreseeable damage typical for the contract in question. Furthermore, we shall be liable in accordance with the statutory provisions to the extent that the customer should claim for any damages which are based on wilful intent or gross negligence on our part, including wilful intent or gross negligence on the part of our representatives or vicarious agents. Liability for culpable loss of life, limb or health shall remain unaffected; this shall also apply to any mandatory liability arising from the product liability law. The above shall also apply to the reimbursement of expenses. The exclusion of liability shall equally not apply to any assumed guarantees or any guaranteed characteristics should a defect covered by either of these give rise to a claim for which we are liable. All claims resulting from recourse against the manufacturer or the supplier shall also remain unaffected.
- 10.5. No liability is assumed for damages for the following reasons: unsuitable, inappropriate or improper usage; faulty installation by the customer or a third party; non-adherence to our maintenance instructions and directions for use; arbitrary modifications to the products; replacement of parts or use of consumables not in compliance with the original specifications; replacement of materials; normal wear and tear; filiform corrosion; faulty or negligent operation; inappropriate fuels; inadequate system work; unsuitable base; chemical, electro-chemical or electrical factors insofar as these are beyond our control; improper adjustment or corrective maintenance work carried out by the customer or a third party without our prior consent.

11. Limitation period

The limitation period for claims based on defects is 24 months from the transition of risk. In all other respects, the statutory warranty conditions shall apply with the following exceptions: the customer's claims for compensation for damages from this contractual relationship can only be asserted within a preclusion period of one year as of the start of the statutory period of limitation. This does not apply if we are guilty of culpable intent or gross negligence, for claims due to injury to life, limb or health as well as in the case of a claim that is based on a tortious act or an explicit warranty promise or the acceptance of a procurement risk acc. to Sect. 276 BGB (German Civil Code), or in the event that a mandatory statutory longer limitation period applies.

12. Patents

Should a third party stake a claim against the customer or the customer himself claim for an infringement of his industrial property rights regarding the delivered products, the customer undertakes to inform us of this immediately at least in text form. We shall be entitled but not obliged to conduct, at our own expense, all negotiations relating to an out-of-court or court settlement and/or legal action covering the infringement of industrial property rights relating to the delivered products. The customer shall be obliged to assist us and to transfer the relevant powers of attorney. No liability for damage arising from infringements of patents shall be accepted.

13. Images, photos, films, drawings

- 13.1. If and to the extent that we provide a customer with images, photos, films or drawings or similar in electronic form as digital data, which the customer uses e.g. on the Internet, in social media, on YouTube or on leaflets, brochures, outdoor lettering or on vehicles or similar advertising materials, the customer is obliged to identify the origin/originator of these images, photos, films or drawings and similar presentations, e.g. with the weinor watermark or with a note under the image or on the image "Copyright by weinor" or the corresponding abbreviation © in connection with the company weinor. If we have included a year, this must also be added after the reference to our copyright. The watermark (weinor) may neither be cut off nor covered nor in any way whatsoever be made unrecognisable. If we provide images, photos, films or drawings or similar presentations for which weinor does not own the copyright but merely the rights of use, we shall inform the customer of this. The use of such items shall be at our customer's risk.
- 13.2. The images, photos, films or drawings or similar presentations for which we own the copyright remain our property. Such materials will only be provided to the customer on a loan basis and may only be duplicated, reproduced, copied, stored or passed on to third parties as part of the business relations with weinor and for the purpose of advertising our products in the corresponding manner and may not be used after termination of collaboration and must be returned to us unsolicited. Editing or other changes to the image material and image content, whether through photo composing, montages or electronic tools or in any other way, are not permitted without our consent, at least in text form. This especially applies to digital graphical material. The image material may also not be copied or reproduced/photographed without our consent in text form. The same requirements and obligation for consent applies to images, photos, films, drawings or similar presentations for which weinor only has the rights of use.
- 13.3. If and to the extent that the customer provides us with images, photos, films or drawings or similar presentations, the customer hereby warrants that no third-party copyrights and/or rights of use to such images, photographs, films or drawings are affected in any way. The customer releases us from any and all costs and damage claims which may arise due to an infringement of copyrights and/or rights of use to the images, photos, films or drawings or similar presentations which the customer provides.
- 13.4. The above provisions in clauses 13.1. and 13.2. also apply if images, photos, films, drawings or similar presentations are used by our customer's agency.

14. Data privacy

The storage and processing of personal data is earmarked for the fulfilment of our contracts and order processing in compliance with the applicable data protection regulations and other relevant statutory provisions. Our customers' data is not passed on to third parties without their consent or a legal requirement or necessity for the fulfilment and processing of the contract. We are responsible for data processing within the meaning of the General Data Protection Regulation. Details can be found in our privacy policy at <https://www.weinor.de/datenschutz>, which we can also provide in paper form on request by our customers.

15. Place of fulfilment/court of jurisdiction/choice of law

- 15.1. Unless otherwise provided for under this contract, the place of fulfilment and payment shall be our registered offices in Cologne, Germany.
- 15.2. If the customer is a business person, the court of jurisdiction shall be our registered offices in Cologne, Germany.
- 15.3. The laws of the Federal Republic of Germany apply exclusively, the validity of the EU Sales Convention is excluded.

16. Final provisions

- 16.1 Any amendments and additions to these provisions and the contract concluded between the parties shall only be effective if made at least in text form. These new terms and conditions of delivery and payment, status 11/2024, supersede all previous versions.
- 16.2. In case of any differences between the German and English versions of the General terms and conditions of supply, delivery and payment the German wording is binding.