

**General Terms and Conditions of Delivery and Payment
of Pagolux Interieur GmbH metal production
(status 06/2024)**

I. General

1. all deliveries and services of Pagolux Interieur GmbH metal production (hereinafter "Supplier") are subject to these General Terms and Conditions of Delivery and Payment (hereinafter "Terms and Conditions") as well as any separate contractual agreements.
These Terms and Conditions apply exclusively to entrepreneurs within the meaning of Section 14 of the German Civil Code (BGB), legal entities under public law or special funds under public law. Deviating terms and conditions of purchase or other general terms and conditions of the customer shall not become part of the contract, even if the order is accepted or the contract is executed. The Purchaser's General Terms and Conditions shall not be recognized even if the Supplier does not expressly object to them after receipt.
2. a contract is only concluded if the customer confirms the supplier's order confirmation at least in text form.
3. the supplier reserves the right to samples, cost estimates, offers, drawings and the like. The Supplier reserves the property rights and copyrights to samples, cost estimates, quotations, drawings and similar information of a physical and non-physical nature - including in electronic form; they may not be made accessible to third parties. The Supplier undertakes to make information and documents designated as confidential by the Purchaser accessible to third parties only with the Purchaser's consent.
4. all information provided by the supplier on the subject matter of the delivery or service, such as dimensions, weights, illustrations, descriptions, assembly sketches and drawings in catalogs, offers, brochures, price lists and other media, are only approximate, unless the usability for the contractually intended purpose requires exact conformity. They are not guaranteed characteristics, but descriptions or identifications of the delivery or service. Deviations that are customary in the trade and deviations that occur due to legal regulations or represent technical improvements, as well as the replacement of components with equivalent parts, are permissible insofar as they do not impair the usability for the contractually intended purpose.
5. offers of the supplier are generally subject to change and non-binding, unless the supplier has expressly designated them as binding.
6. Personal data of the Customer shall be processed by the Supplier in compliance with the relevant data protection regulations.

II. Price and payment

1. in the absence of a special agreement, the prices shall apply ex works including packaging and loading at the factory, but excluding unloading. Prices for individual items of an offer are only valid if the entire order for this offer is placed. Confirmed prices shall only apply if the agreed quantity is accepted. Value added tax at the respective statutory rate shall be added to the prices.
2. the supplier reserves the right to adjust the agreed prices to the development of costs at its reasonable discretion, insofar as these costs are decisive for the price calculation. A price increase shall be considered and a price reduction shall be made if, for example, the costs for the procurement of material, measured by the EUWID raw material index in relation to the index valid on the day the contract is concluded, increase or decrease or other changes in the actual or legal framework conditions lead to a changed cost situation (e.g. due to the introduction of changes in (additional) charges).
Increases in one type of cost may only be used for a price increase to the extent that they are not offset by any decreases in costs in other areas. In the event of cost reductions, the Supplier shall reduce the prices insofar as these cost reductions are not fully or partially offset by increases in other areas. In exercising its reasonable discretion, the Supplier shall select the respective points in time of a price change in such a way that cost reductions are not taken into account according to more unfavorable standards for the Customer than cost increases, i.e. cost reductions are effective at least to the same extent as cost increases. Upon request, the Supplier shall provide evidence of these cost increases or cost reductions to the Customer.
- 3 In the absence of a special agreement, payment is due and payable within 14 days of invoicing and delivery or acceptance of the delivery item. However, the supplier is entitled at any time, even within the framework of an ongoing business relationship, to make a delivery in whole or in part only against advance payment. The supplier shall declare a corresponding reservation at the latest with the order confirmation.
Payment must be made in such a way that the Supplier can dispose of the amount on the due date.
The customer shall bear the costs of payment transactions.
4. the purchaser shall only be entitled to withhold payments or offset them against counterclaims insofar as his counterclaims are undisputed, legally established or recognized by the supplier. In the event of defects in the delivery item, the Purchaser's counterclaims, in particular in accordance with Section VI. of these General Terms and Conditions of Delivery and Payment, shall remain unaffected.
5. the Purchaser shall be in default after the due date of the invoice received or an equivalent request for payment by the Supplier. If the Purchaser is in default, the Supplier shall charge interest at the applicable statutory default interest rate.
The right to claim further damages, in particular additional expenses in connection with exchange rate changes and hedging, is reserved.
6. all claims of the supplier shall become due immediately, irrespective of the term of any bills of exchange accepted and irrevocably credited, if the terms of payment are not complied with or if the supplier becomes aware of circumstances which are likely to reduce the creditworthiness of the customer.
In this case, the supplier is entitled to make outstanding deliveries only against advance payment.
7. if the customer is in default of payment, the supplier shall also be entitled to withdraw from the contract and to claim damages.
Furthermore, the Supplier may prohibit the Purchaser from reselling and installing delivered goods subject to retention of title and demand their return or the transfer of indirect possession of the delivered goods subject to retention of title at the Purchaser's expense. The Purchaser hereby authorizes the Supplier to enter its premises in the aforementioned cases and to remove the delivered goods subject to retention of title.
8. the purchaser can avert the legal consequences mentioned in paragraphs 5 to 7 by providing security in the form of a bank guarantee from a major German bank in the amount of the supplier's jeopardized payment claim.

III Delivery time, delay in delivery

1. the delivery time shall result from the agreements between the contracting parties. The supplier's adherence to the delivery time requires that all commercial and technical questions between the contracting parties have been clarified and that the customer has fulfilled all obligations incumbent upon him,

such as the provision of the necessary official certificates or approvals or the payment of a deposit, and has approved any plan and workshop drawings in writing.

If this is not the case, the delivery time shall be extended accordingly. This shall not apply if the supplier is responsible for the delay. In the event of subsequent changes to the order by the customer, the supplier shall be entitled to extend the delivery period.

2. compliance with the delivery period is subject to correct and timely delivery to the supplier if the supplier has concluded a congruent hedging transaction. The supplier shall inform the customer immediately of any impending delays together with the expected new delivery period. If the service is also not available within the new delivery period, the Purchaser shall be entitled to withdraw from the contract in whole or in part; the Supplier shall immediately reimburse any consideration already paid by the Purchaser.

3. delivery shall be ex works, which shall also be the place of performance for the delivery and any subsequent performance. At the request and expense of the Purchaser, the goods shall be shipped to another destination (sale to destination). The delivery deadline shall be deemed to have been met if the delivery item has left the supplier's works by the time it expires or readiness for dispatch has been notified.

4. if the dispatch of the delivery item is delayed for reasons for which the customer is responsible, he shall be charged the costs incurred as a result of the delay, starting one calendar week after notification of readiness for dispatch.

5. If non-compliance with the delivery time is due to force majeure or other events, events unforeseeable at the time of conclusion of the contract (e.g. operational disruptions of all kinds, difficulties in procuring materials or energy, transport delays, strikes, lawful lockouts, shortages of labor, energy or raw materials, difficulties in obtaining necessary official permits, pandemics or epidemics, official measures or failure to deliver correctly or on time by suppliers despite a congruent hedging transaction concluded by the supplier), which are not attributable to the supplier, the supplier shall be entitled to cancel the contract, pandemics or epidemics, official measures or the non-delivery, incorrect or untimely delivery by suppliers despite a congruent hedging transaction concluded by the Supplier) which are beyond the Supplier's control, the delivery time shall be extended for the duration of the event as well as a reasonable start-up period.

The Supplier shall inform the Purchaser immediately of the beginning and end of such circumstances.

6. the customer may withdraw from the contract without setting a deadline if the entire performance becomes definitively impossible for the supplier before the transfer of risk. Services and counter-performances already rendered shall be reimbursed immediately. In addition, the Purchaser may withdraw from the contract if

the execution of part of an order becomes impossible and he has a justified interest in rejecting the partial delivery. If this is not the case, the customer must pay the contractual price for the partial delivery. The same shall apply in the event of incapacity.

If the impossibility or inability to perform occurs during the delay in acceptance or if the customer is solely or predominantly responsible for these circumstances, he shall remain obliged to provide consideration.

7. if the supplier is in default, the purchaser must set a reasonable grace period of at least 14 days. If the Purchaser incurs damages due to the delay in delivery beyond the expiry of the grace period, the Purchaser shall be entitled to demand compensation from the Supplier. In such a case, the parties may also agree on the payment of a lump-sum compensation for delay without proof of actual damage by the Purchaser.

This shall amount to 0.5% for each full week of delay, but in total not more than 5% of the value of that part of the total delivery which cannot be used on time or in accordance with the contract as a result of the delay. The Supplier shall be entitled to prove that the Purchaser has suffered no loss at all or only a significantly lower loss than the above lump sum. The assertion of further damages remains unaffected.

If the Purchaser sets the Supplier a reasonable deadline for performance after the due date - taking into account the statutory exceptions - and if the deadline is not met, the Purchaser shall be entitled to withdraw from the contract within the framework of the statutory provisions.

If the Supplier is in default with a delivery or service or if a delivery or service becomes impossible for him, for whatever reason, the Supplier's liability for damages shall be limited in accordance with Section VII of these General Terms and Conditions of Delivery and Payment.

8. if the customer terminates the contract under the conditions of §§ 650, 648 BGB, the supplier shall be entitled to demand the agreed remuneration; however, he must allow credit for the expenses saved as a result of the termination of the contract or which he acquires or maliciously fails to acquire through other use of his labor.

It is assumed that the supplier is entitled to 5 percent of the agreed remuneration for the part of the service not yet rendered.

The parties are permitted to demonstrate that the basis of calculation is a higher or lower amount.

IV. Transfer of risk, acceptance

1. if the Supplier is responsible for the shipment of the delivery item, the Supplier shall determine the route and means of shipment as well as the forwarding agent and carrier in a manner appropriate to the nature of the delivery item. If the Purchaser requests a means of transportation other than that selected by the Supplier (means of transport/route), the Purchaser shall bear the corresponding additional costs. This also includes trucks with a lifting platform, delivery with city vehicles and scheduled shipments. In the case of delivery by truck (irrespective of the terms of delivery), delivery shall be made unloaded to the unloading point/ kerbside. The unloading point must be accessible to all commercially available trucks on roads that are passable regardless of the weather.

2. the risk shall pass to the customer when the delivery item has left the supplier's works, even if partial deliveries are made or the supplier has assumed other services, e.g. shipping costs or delivery. In the case of sale by dispatch, however, the risk of accidental loss and accidental deterioration of the delivery item as well as the risk of delay shall already pass upon delivery of the delivery item to the forwarding agent, the carrier or the person or institution otherwise designated to carry out the shipment.

3. if dispatch is delayed or does not take place due to circumstances for which the supplier is not responsible, the risk shall pass to the customer from the day of notification of readiness for dispatch. The Supplier undertakes to take out any insurance requested by the Purchaser at the latter's expense.

4. if transportation by the intended route or to the intended place within the intended time becomes impossible through no fault of the supplier, the supplier shall be entitled to deliver by another route; the additional costs incurred shall be borne by the customer. The customer shall be given the opportunity to comment beforehand.

5. partial deliveries are permissible, insofar as reasonable for the customer. Excess and short deliveries of the agreed quantity customary in the industry are permissible.

6. the customer must carefully inspect the delivery item immediately upon arrival at the agreed place of delivery. If a defect is discovered during delivery, inspection or at any later time, the supplier must be notified of this immediately in writing. In any case, obvious defects must be reported in writing within 5 working days of delivery and defects not recognizable during the inspection within the same period from discovery. If the Buyer fails to carry out the proper

inspection and/or report defects, the Supplier's liability for the defect not reported or not reported in good time or not reported properly shall be excluded in accordance with the statutory provisions.

7. delivered items, even if they have defects, are to be accepted by the purchaser without prejudice to his rights under section VI. of these terms and conditions.

8. the delivery item shall be delivered packaged, but not protected against rust. The Supplier shall provide packaging, protection and/or transportation aids according to its own experience and at the Buyer's expense.

9. the Supplier and the Purchaser agree on a deviating regulation on the place of return of packaging of the delivery item and the bearing of costs in accordance with § 15 para. 1 sentence 4 of the German Packaging Act (VerpackG). The Purchaser shall take back any packaging of the delivery item in accordance with the VerpackG at its place of business or at another location to be determined by it and within its area of responsibility and shall inform its respective client or customer of this. The costs for the return and the proper disposal or recycling shall be borne by the customer.

V. Retention of title

1. the supplier retains title to the delivery item until receipt of all payments under the delivery contract (reserved goods).

2. the supplier shall be entitled to insure the reserved goods against theft, breakage, fire, water and other damage at the customer's expense from the transfer of risk to the customer, unless the customer has demonstrably taken out the insurance himself.

3. in the event of breach of contract by the customer, in particular in the event of default in payment, the supplier shall be entitled to take back the delivery item after a reminder and the customer shall be obliged to surrender it.

4. due to the retention of title, the supplier can only demand the return of the delivery item if he has withdrawn from the contract.

5. the purchaser is obliged to inform the supplier immediately of all enforcement measures against an item subject to retention of title and to send the supplier copies of seizure orders and records. In addition, he shall do everything in his power to avert the execution.

6. the application for the opening of insolvency proceedings against the assets of the customer shall entitle the supplier to withdraw from the contract and to demand the immediate return of the delivery item.

7. if the goods subject to retention of title are processed, combined and mixed with other goods by the customer, the supplier shall be entitled to co-ownership of the new item in the ratio of the invoice value of the goods subject to retention of title to the invoice value or, in the absence of such, to the manufacturing value of the other goods used. If the Supplier's ownership expires due to combination or mixing, the Customer shall transfer to the Supplier the ownership rights to which it is entitled to the new stock or item to the extent of the invoice value of the goods subject to retention of title upon conclusion of the contract and shall store them for the Supplier free of charge. The resulting co-ownership rights shall be deemed to be reserved goods within the meaning of Section V. 1.

8. the customer may only sell the reserved goods in the ordinary course of business under his normal terms and conditions and as long as he is not in default; provided that he agrees a retention of title with his customer and that the claims from the resale are transferred to the supplier in accordance with Section V. 9. to V. 11. He is not entitled to dispose of the reserved goods in any other way.

9. the customer's claims from the resale are already assigned to the supplier upon conclusion of this contract. The supplier hereby accepts the assignment.

10. if the reserved goods are sold by the customer together with other goods not purchased from the supplier, the assignment of the claim as the resale shall only apply to the amount of the invoice value of the reserved goods sold in each case. In the case of the sale of goods in which the supplier has co-ownership shares in accordance with Section V. 7, the assignment of the claim shall apply in the amount of these co-ownership shares.

11. if the reserved goods are used by the customer to fulfill a contract for work and services, sections V. 9. and V. 10. shall apply accordingly to the claim arising from this contract.

12. the purchaser is entitled to collect claims from the sale in accordance with sections V.8. to V.11. until revocation, which the supplier is entitled to do at any time. The Supplier shall only make use of the right of revocation in the cases specified in Section II. 4.

13. the purchaser is not authorized to assign the claims to third parties under any circumstances. At the Supplier's request, he shall be obliged to inform his customers immediately of the assignment to the Supplier and to provide him with the information and documents required for collection.

14. if the value of the securities granted to the supplier exceeds the secured claims by more than 10 % in total, the supplier shall be obliged to release securities of his own choice at the request of the customer.

15. if the retention of title or the assignment is not effective according to the law in whose area the delivery item is located, the security corresponding to the retention of title or the assignment in this area shall be deemed agreed. If the cooperation of the customer is required in this respect, he shall take all measures at his own expense which are necessary to establish and maintain such rights.

VI. claims for defects

Subject to Section VII, the Supplier shall provide a warranty for material defects and defects of title in the delivery as follows, to the exclusion of further claims:

Material defects

1. all those parts which prove to be defective as a result of a circumstance occurring before the transfer of risk shall be repaired or replaced free of charge at the discretion of the supplier. The discovery of such defects must be reported to the supplier immediately in writing. The old replaced parts shall become the property of the Supplier.

2. the Purchaser shall, after consultation with the Supplier, give the Supplier the necessary time and opportunity to carry out all repairs and replacement deliveries which the Supplier deems necessary; otherwise the Supplier shall be released from liability for the resulting consequences. Only in urgent cases of danger to operational safety or to prevent disproportionately large damage, in which case the Supplier must be notified immediately, shall the Purchaser have the right to remedy the defect itself or have it remedied by third parties and to demand reimbursement of the necessary expenses from the Supplier.

3. of the direct costs arising from the repair or replacement delivery, the supplier shall bear the costs of the replacement part, including shipping, insofar as the complaint proves to be justified. The supplier shall also bear the direct costs of any necessary provision of the necessary fitters and assistants, including travel costs. The supplier shall not bear any other costs, in particular indirect costs (e.g. for assembly and dismantling, conversions, scaffolding, safety and security measures), unless these are necessary for subsequent performanc

4. within the framework of the statutory provisions, the customer has the right to withdraw from the contract if the supplier - taking into account the statutory exceptions - has allowed two reasonable deadlines set for the rectification or replacement delivery due to a material defect to expire without success, if he finally refuses to rectify the defect or if it is impossible for him to rectify the defect. If the defect is only insignificant, the customer shall only be entitled to a reduction in the contract price. The right to reduce the contract price shall otherwise be excluded. Further claims shall be determined exclusively in accordance with Section VII. 2 of these terms and conditions.

5. no warranty is given in the following cases in particular:

Unsuitable or improper use, faulty repair, assembly or commissioning by the customer or third parties, natural wear and tear, faulty or negligent handling, improper or lack of maintenance, unsuitable operating materials, defective construction work, unsuitable building ground, chemical, electrochemical or electrical influences - unless the supplier is responsible for them.

6. if the customer or a third party carries out improper repairs, the supplier shall not be liable for the resulting consequences. The same applies to changes made to the delivery item without the prior written consent of the supplier.Rechtsmängel

7. if the use of the delivery item leads to an infringement of industrial property rights or copyrights in the Federal Republic of Germany, the supplier shall, at its own expense, procure the right for the purchaser to continue using the delivery item or modify the delivery item in a manner reasonable for the purchaser in such a way that the infringement of property rights no longer exists. If this is not possible under economically reasonable conditions or within a reasonable period of time, the Purchaser shall be entitled to withdraw from the contract. Under the aforementioned conditions, the Supplier shall also be entitled to withdraw from the contract. In addition, the Supplier shall indemnify the Purchaser against undisputed or legally established claims of the owners of the property rights concerned.

8. subject to section VII. 2, the obligations specified in section VI. 7. are conclusive in the event of an infringement of property rights or copyrights. They shall only apply if

- the customer informs the supplier immediately of any asserted infringements of industrial property rights or copyrights. informed,

- the Purchaser supports the Supplier to a reasonable extent in the defense against the asserted claims or enables him to carry out the modification measures in accordance with Section VI. 7,

- the Supplier reserves the right to take all defensive measures, including out-of-court settlements,

- the defect of title is not based on an instruction of the Purchaser and

- the infringement of rights was not caused by the fact that the Purchaser modified the delivery item without authorization or used it in a manner not in accordance with the contract.

VII Liability

1. if the delivery item cannot be used by the customer in accordance with the contract due to the fault of the supplier as a result of omitted or faulty execution of suggestions and advice given before or after conclusion of the contract or due to the breach of other contractual secondary obligations - in particular instructions for operation and maintenance of the delivery item - the provisions of sections VI. and VII.2 shall apply accordingly, to the exclusion of further claims by the customer.

2. the supplier shall only be liable for damage that has not occurred to the delivery item itself - for whatever legal reasons

a. in the case of intent,

b. in the event of gross negligence on the part of the owner / executive bodies or senior employees of the supplier,

c. in the event of culpable injury to life, limb or health,

d. in the case of defects which the supplier has fraudulently concealed or the absence of which he has guaranteed,

e. under the Product Liability Act

3. the Supplier shall also be liable for damage culpably caused by the Supplier through breach of such obligations, the fulfillment of which is essential for the proper execution of the contract and on the observance of which the Customer may regularly rely (essential contractual obligation). In the event of a slightly negligent breach of material contractual obligations, the Supplier shall only be liable to the extent of the foreseeable damage typical for the contract.

4. further claims are exclude

VIII. Statute of limitations

For defects in a building or for delivery items that have been used for a building in accordance with their normal use and have caused its defectiveness, claims shall be subject to the statutory limitation period of 5 years. Notwithstanding this, a limitation period of 1 year shall apply to warranty claims for defects in respect of other delivery items. The statutory periods shall apply to claims for damages in accordance with Section VII.

X. Applicable law, place of jurisdiction

1. the substantive law of the Federal Republic of Germany shall apply exclusively to all legal relationships between the Supplier and the Purchaser. The application of the UN Convention on Contracts for the International Sale of Goods (CISG) and the application of the conflict of laws rules of private international law are excluded.

2. unless otherwise agreed, the place of performance shall be the supplier's works. The place of jurisdiction for all legal disputes arising from the contractual relationship is Rheinberg. However, the supplier is entitled to bring an action at the customer's headquarters.