

Viega GmbH & Co. KG

Sale and Delivery Terms.

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I. Validity; Quotations; Buyer's duty to inform

1. These General Terms and Conditions of Sale and Delivery (hereinafter referred to as "Terms") shall apply to all – including future – contracts for deliveries and other services between Viega GmbH & Co. KG (hereinafter referred to as "we" or "us") and buyers who are entrepreneurs (according to Section 14 German Civil Code (BGB)), a legal entity under public law or a special fund under public law. We do not recognize any conflicting or deviating terms and conditions of the buyer unless we have expressly agreed to their validity in writing. Any terms and conditions of business of the buyer are hereby also objected to in the event that they are communicated to us in a letter of confirmation, or in any other way, or if we provide deliveries or services to the buyer without reservation, or if we accept services of the buyer without reservation without again objecting to the terms and conditions of the buyer.

2. Our quotations are subject to change. Agreements, in particular verbal subsidiary agreements, promises, guarantees, and other assurances by our employees shall only become binding upon our written confirmation or actual delivery. The written form shall also be complied with by submitting by fax or e-mail.

3. The buyer shall give us written notice prior to conclusion of the contract if the goods to be delivered are not to be suitable exclusively for normal use or if the goods are to be used under conditions that are unusual or pose a particular health or safety risk or require increased stress.

II. Prices; price adjustment

1. All prices are quoted in Euro ex works excluding packaging, freight, postage, customs duty, in each case plus statutory value added tax at the rate applicable at the time of delivery.

2. Regarding all orders, including orders on call and successive delivery contracts, we are entitled to pass on material and wage price increases to the buyer within the scope of and in order to compensate for these price increases between the conclusion of the contract and delivery.

III. Dispatch; transfer of risk; transport insurance

1. If the net value of the goods exceeds € 1,500, we deliver once a week free of packaging and freight charges within the Federal Republic of Germany. Packaging costs and freight costs for courier, express and parcel services shall always be borne by the buyer, provided that the buyer requests such shipment.

2. All returns must be agreed with us in writing in advance; returns for which we are not responsible must be made carriage paid; we charge a handling fee of 25 % of the value of the goods for each return for which we are not responsible, but at least € 30.00 net.

3. Unless expressly agreed otherwise in writing, deliveries and services shall be made ex our works or warehouse. The provision of deliveries or services at other locations shall be at the expense and risk of the customer.

4. We shall only take out transport insurance at the express request of the buyer and at the buyer's expense.

IV. Terms of payment; default; deterioration of financial circumstances

1. Our claims are payable in euros free of postage and expenses in Attendorn, Germany, upon receipt of our invoice or an equivalent list of claims within seven (7) days with 3 % or within fourteen (14) days with 2 % discount or within thirty (30) days without deduction, but no later than thirty (30) days after the due date and receipt of the consideration. Payment shall be made in such a way that the invoice amount is available to us on the due date at the latest.

2. Cash discount periods granted shall commence from the invoice date. An agreed cash discount always relates only to the invoice value excluding freight and packaging and presupposes the complete settlement of all due liabilities of the buyer at the time of the cash discount.

3. The buyer is not entitled to offset against our claims unless the counterclaim is undisputed or legally established.

4. As of the occurrence of default, we shall be entitled to charge the statutory default interest. We reserve the right to assert further damage caused by default. If the buyer is in arrears with any payment obligations towards us, all outstanding claims shall become due immediately.

5. If there is a significant deterioration in the financial circumstances of the customer after conclusion of the contract, we shall be entitled to provide deliveries or services only against advance payment or to demand appropriate security before carrying out the deliveries or services. If the customer does not comply with this request in due time, we shall be entitled to withdraw from the contract; the customer shall not be entitled to any claims for damages.

V. Delivery time; Delay; Force majeure; Partial delivery

1. Delivery periods and dates are only approximate unless we have expressly designated them as binding in writing. Binding delivery periods shall commence after receipt of all documents required for the execution of the order, timely provision of materials, if any, and agreed down payments. Otherwise, agreed delivery periods shall commence on the date of our written order confirmation.

2. Our delivery obligation is subject to correct and timely self-delivery unless we are responsible for the incorrect or delayed self-delivery.

3. The occurrence of our delay in delivery shall be determined in accordance with the statutory provisions. In any case, however, a reminder by the buyer is required.

4. Events of force majeure entitle us to postpone deliveries for the duration of the hindrance and a reasonable start-up period. This shall also apply if such events occur during an existing delay. Force majeure shall be deemed to include currency, trade policy and other sovereign measures, strikes, lockouts, operational disruptions for which we are not responsible, obstruction of transport routes, delays in import/customs clearance, as well as all other circumstances which, through no fault of our own, make deliveries and services significantly more difficult or impossible. In this context, it is irrelevant whether the circumstances occur at our premises, at the supplier's works or at those of another upstream supplier. If, as a result of the aforementioned events, the performance of the contract becomes unreasonable for one of the contracting parties, it may withdraw from the contract by means of an immediate written declaration.

5. Partial deliveries are permissible if they are reasonable for the buyer.

VI. Notice of defects, warranty

1. The goods shall be deemed defective if the buyer proves that at the time of the transfer of risk they deviate from the type, quantity and quality agreed in our written order confirmation. References to standards and similar regulations, as well as information on grades, types, dimensions, weights and usability of the goods, information in drawings and illustrations, as well as statements in advertising material do not constitute warranties or guarantees unless they are expressly designated as such in writing. The same applies to declarations of conformity and associated marks such as CE or GS. Suitability and use risks are the sole responsibility of the buyer.

2. The purchaser's warranty rights presuppose that the purchaser has duly complied with its statutory inspection and notification obligations and those applicable under these terms and conditions. Any defects discovered must be reported to us in writing without delay, but no later than three (3) days after delivery. Defects that are only discovered later despite the most careful inspection must be reported to us in writing immediately, but no later than three (3) days after discovery.

3. Insofar as there is a defect in the goods for which we are responsible, we shall, at our discretion, remedy the defect or supply a replacement. If the buyer has set a further grace period without result after a first request or if two attempts at rectification or a replacement delivery fail, the buyer may withdraw from the contract or demand a reduction.

4. We shall not be liable for material defects caused by unsuitable or improper use, faulty assembly, or commissioning by the buyer or third parties, normal wear and tear, faulty or negligent handling, nor for the consequences of improper modifications or repair work carried out by the buyer or third parties without our consent. The same applies to defects that only insignificantly reduce the value or suitability of the goods.

5. The buyer's statutory rights of recourse against us shall only exist insofar as the buyer has not made any agreements with his customer which go beyond the statutory claims for defects. They

do not exist in the case of defects that only insignificantly reduce the value or the suitability of the goods.

VII. Liability for damages

1. With the exception of liability under the German Product Liability Act (ProdHaftG), due to fraudulent concealment of a defect, due to a guarantee which we have assumed for the quality of the goods or for damages arising from culpable injury to life, limb or health, we shall only be liable to the buyer for damages in the event of a breach of obligations arising from the contract concluded between the buyer and us in accordance with the following provisions, without, however, waiving the statutory requirements for such liability.
2. We shall only be liable for the culpable breach of material contractual obligations and for the intentional or grossly negligent breach of other contractual obligations towards the buyer. Material contractual obligations are those obligations, the fulfilment of which is essential for the proper performance of the contract and the fulfilment of which the buyer regularly relies on and may rely on.
3. In the event of an ordinary negligent breach of material contractual obligations, our liability shall be limited to compensation for the typically foreseeable damage at the time of the conclusion of the contract.
4. Furthermore, our liability is hereby expressly excluded.
5. The above mentioned exclusions and limitations of liability apply to the same extent in favor of our executive bodies, legal representatives, employees and our other vicarious agents.

VIII. Retention of title

1. The retention of title agreed below serves to secure all of our respective current and future claims against the buyer arising from the supply relationship existing between the contracting parties (including balance claims from a current account relationship limited to this current account supply relationship).
2. The goods delivered by us to the buyer remain our property until full payment of all secured claims. The goods and the goods covered by the retention of title taking their place in accordance with the following provisions are hereinafter referred to as "goods subject to retention of title".
3. The buyer is entitled to process and sell the goods subject to retention of title in the ordinary course of business until the event of realization (Section 8). Pledges and transfers of ownership by way of security are not permitted.
4. If the goods subject to retention of title are processed by the buyer, it is agreed that the processing is carried out in our name and for our account as the manufacturer, and that we acquire direct ownership or, if the processing is carried out using materials from several owners or the value of the processed item is higher than the value of the goods subject to retention of title, co-ownership (fractional ownership) of the newly created item in the ratio of the value of the goods subject to retention of title to the value of the newly created item. If the goods subject to retention of title are combined or inseparably mixed with other items to form a uniform item and if one of the other items is to be regarded as the main item, we shall, insofar as the main item belongs to him, transfer to the buyer pro rata co-ownership of the uniform item in the ratio specified in sentence 1.
5. In the event of resale of the goods subject to retention of title, the buyer hereby assigns to us by way of security the resulting claim against the purchaser; in the event of our co-ownership of the goods subject to retention of title, the claim shall be in proportion to our co-ownership share. The same shall apply to other claims which take the place of the reserved goods or otherwise arise regarding the reserved goods, such as insurance claims or claims in tort in the event of loss or destruction. We revocably authorize the buyer to collect the claims assigned to us in his/her own name. We may only revoke this collection authorization in the event of enforcement.
6. If third parties gain access to the goods subject to retention of title, in particular by the means of seizure, the buyer shall immediately notify them of our ownership and inform us thereof enabling us to enforce our ownership rights. If the third party is not in a position to reimburse us for the judicial or extrajudicial costs incurred in this connection, the costs shall be borne by the buyer.
7. We shall release the goods subject to retention of title as well as the items or claims replacing them insofar as their value

exceeds the amount of the secured claims by more than 50%. The selection of the items to be released thereafter shall be at our discretion.

8. If we withdraw from the contract in the event of behavior contrary to the contract on the part of the buyer – in particular default of payment (enforcement event) –, we shall be entitled to demand the return of the goods subject to retention of title.

IX. Catalogues, brochures, offers, drawings, materials; copy-rights

1. All illustrations in our catalogues, brochures, offers, drawings etc. are non-binding. Weight specifications and dimensions in quotations and drawings are only approximate. The articles are made of various materials, e.g., gunmetal, copper, stainless steel, brass, plastic, rubber, and others. We reserve the right to use equivalent or better raw materials and to make design changes in the interests of progress.
2. We reserve the right of ownership and copyright to cost estimates, drafts, drawings, and other documents; they may only be made accessible to third parties with our prior written consent. Drawings and other documents belonging to offers shall be returned upon request.

X. Confidentiality

1. The buyer undertakes to maintain strict secrecy with regard to all business and trade secrets of which it has become aware or which become known to it, as well as information of us or of companies affiliated with us pursuant to Sections 15 et seq. German Stock Corporation Act (AktG), even after the end of the contractual relationship until such time as they become known, but at least for a period of three (3) years after the end of the contractual relationship, and not to use them for purposes other than the specific purpose of the contract.
2. In the event that we are obliged towards the buyer to maintain confidentiality/secrecy of certain information or documents, this obligation to maintain confidentiality shall not apply towards companies affiliated with us. We are therefore in particular not obliged to inform the buyer of this before passing on information to an affiliated company.

XI. Place of jurisdiction, applicable law

1. The place of jurisdiction is our registered office. However, we may also sue the buyer at his place of jurisdiction at our discretion.
2. German law shall apply exclusively. The application of the CISG (Convention on Contracts for the International Sale of Goods of 11.04.1980) is excluded.

XII. Final provisions

1. Amendments and supplements to the contract, including terms and conditions of sale and delivery, must be made in writing. This shall also apply to any amendment or supplement to this provision.
2. The buyer shall observe all statutory and/or official regulations, laws, ordinances and decrees affecting him and his business as well as the goods purchased from us on his own responsibility.
3. Should any provision of these terms and conditions be or become invalid in whole or in part, this shall not affect the validity of the remaining provisions of these terms and conditions. The parties agree already now to replace the invalid provision with a legally permissible provision that comes as close as possible to the economic intention. The same shall apply in the event of an unintended loophole.

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