

Terms & Conditions of Sale, Delivery and Payment of HÄFELE GmbH & Co KG

1. Scope

1.1 These General Terms and Conditions of Sale, Delivery and Payment (hereinafter "GT&Cs") will apply exclusively to persons exercising a professional activity and legal persons under public law. They will apply exclusively to all legal relationships with business partners (hereinafter the "Customer") of HÄFELE even if no reference is made to them in subsequent contracts. Conflicting or additional terms of the Customer or terms at variance with the provisions of these GT&Cs will not be recognised unless HÄFELE has expressly agreed to their validity in writing. These GT&Cs will also apply even if HÄFELE accepts the Customer's order without reservation and/or completes the delivery to the Customer without reservation, in full knowledge of terms of the Customer that conflict with or are at variance with these GT&Cs.

1.2 These GT&Cs apply accordingly to contracts for work and to services. The acceptance/handover of the goods supplied is replaced by acceptance in the case of contracts for work, or acceptance of the service in the case of services.

1.3 This will not affect any rights to which HÄFELE is entitled pursuant to statutory provisions or other agreements that go beyond the provisions of these GT&Cs.

2. Quotations, conclusion of the contract

2.1. HÄFELE's quotations are subject to change and non-binding. A contract is not concluded until HÄFELE confirms the order in writing, however no later than upon delivery. Confirmations sent by fax or email will satisfy the requirement for written form.

2.2. None of the information and descriptions of the goods in illustrations, brochures, catalogues and advertising, along with the product description, constitute information concerning the condition of the goods and are only approximate. Such information will only be binding if it has been agreed to constitute the condition of the goods. The Customer's expectations concerning the goods or their use similarly do not constitute an agreement or a product warranty. HÄFELE's assumption of a product warranty or a procurement risk must be express and set out in writing.

2.3. HÄFELE reserves proprietary rights and copyrights to samples, illustrations, drawings, calculations and other information of a material and immaterial nature. The Customer must obtain HÄFELE's express written approval before sharing these with third parties. The Customer shall surrender all quotation documents to HÄFELE upon HÄFELE's request without undue delay.

2.4. Our Installation Terms and Conditions supplement these GT&Cs in the case of installation work.

2.5. Where enquiries or catalogue requests are made and when receiving orders, data will be stored. The Customer's personal data must be processed in order to perform the contract concluded with the Customer. In this context, HÄFELE processes the Customer's contact, order and payment information. The legal basis for the processing is a contract concluded between the parties (point (b) of Article 6(1) EU General Data Protection Regulation). Data is processed beyond this only within the scope of the statutory grounds or on the basis of consent granted by the Customer. Information on the scope of the processing of the Customer's personal data can be found in the general data protection information (Articles 12-14 GDPR) on our website: <https://www.haefe.de/en/info/data-protection/646/>.

2.6. Should the Customer's financial position deteriorate significantly or should a legitimate request to open insolvency or comparable proceedings over the Customer's assets be rejected due to lack of assets, HÄFELE is entitled to withdraw from the contract, in whole or in part.

3. Prices, payment terms and conditions

3.1. Prices are from the place of performance, in euros, plus the applicable value added tax on the invoice date.

3.2. The payment terms and conditions agreed in the individual case shall apply to the payment of invoices. The date of receipt by HÄFELE will be decisive in determining the timeliness of the payment.

3.3. The time limit for pre-notification of a SEPA direct debit is at least one day.

3.4. The recipient of the invoice or credit note hereby expressly agrees to the transmission or provision of the same by electronic means. The invoice or credit note will be sent to the recipient as a PDF attached to an email or made available online. HÄFELE reserves the right to send invoices or credit notes in hard copy form or in or by any other permissible form and means.

3.5. The Customer may offset claims only against counterclaims that HÄFELE has not contested or that have been established with final legal effect. The Customer will only be entitled to claim a right of retention insofar as its counterclaim is based on the same contractual relationship.

4. Deliveries, delivery periods

4.1. Delivery periods (delivery deadlines and dates) are approximate periods and will commence in each case upon issue of the order confirmation. However, the commencement of the delivery period is contingent on the Customer having fulfilled its duties to cooperate and in particular on the contracting parties having resolved all technical and commercial questions. If this is not the case, the delivery period will be extended by a reasonable period. Delivery periods can be observed only if the Customer duly fulfils all its other obligations in good time.

4.2. The delivery period will be deemed to have been observed if, by the time it expires, the goods have left the place of shipment or notification of readiness for dispatch has been issued.

4.3. The delivery period will be extended by a reasonable period in the event of force majeure or other events that HÄFELE could not have predicted and/or are outside its control (such as labour disputes, operational disruptions, disruptions to the supply of raw materials, late deliveries by HÄFELE's own suppliers). The same will apply if subsuppliers or contracted suppliers experience such events. It will not apply if HÄFELE is responsible for the reason for the delay.

4.4. HÄFELE will be entitled to make part deliveries provided the Customer can reasonably be expected to accept this. Surplus or short deliveries of up to 10% are admissible.

4.5. In order to ensure that the correct amount of value added tax is shown on invoices, all the required information is to be provided to HÄFELE in good time, including in particular where the transport or shipment ends and whether the sale of the goods constitutes a chain transaction within the meaning of Section 3(6) Sentence 5 UStG [Value Added Tax Act]. In the case of a chain transaction, the Customer must inform HÄFELE whether it, an agent appointed by it or a subsequent purchaser in the chain or its agent transports the goods.

a. If a purchaser subsequent to the Customer in the chain or its agent transports the goods, German value added tax will be shown on HÄFELE's invoice.

b. If the Customer transports the goods, it warrants that it transports them as a purchaser within the meaning of the first clause of Sentence 6 of Section 3(6) UStG. The Customer must further ensure that the party executing the transport can demonstrate to HÄFELE by presenting a written authorisation from the Customer that it is authorised to collect the goods (cf. Section 3.14(10a) Sentence 1 UStAE [Value Added Tax Application Decree]).

4.6. If the supply of the goods to the Customer constitutes a value added tax-exempt intra-Community supply, the Customer is obliged to provide HÄFELE upon request with confirmation that the goods have entered another EU member state (certificate of entry). If a certificate of entry (documentary evidence) is not provided upon request and/or a valid foreign value added tax identification number (accounting evidence) is not provided, HÄFELE reserves the right to correct the issued invoice and to show value added tax retrospectively and on future invoices and, where applicable, to show value added tax immediately until such point in time as a certificate of entry and/or valid value added tax identification number is presented. Should there be any doubts as to the existence of a chain transaction and the Customer has failed to provide the information required under Points 4.5 and 4.6 or failed to do so in full, German value added tax will be shown on all invoices from HÄFELE. The value added tax is payable to HÄFELE by the Customer, in addition to the agreed net remuneration. In such cases, HÄFELE is entitled to invoice the Customer for the interest that accrues to HÄFELE under Section 233a AO [Fiscal Code], in addition to the amount of value added tax. The Customer can request a corrected invoice on which German value added tax is not shown provided the conditions for this have been met.

5. Shipment, transfer of risk, delay in accepting delivery

5.1. Shipments will be ex works inclusive of packaging. HÄFELE reserves the right to select the method of shipment and type of packaging.

5.2. For orders below EUR 100.00 in value, a flat-rate shipping fee of EUR 15.00 will be charged.

5.3. The risk of accidental loss and accidental deterioration will pass to the Customer upon handover of the goods to the person, company or institution appointed to execute the shipment; if the shipment is delayed due to circumstances that are not attributable to HÄFELE, risk will pass to the Customer upon notification of readiness for dispatch.

5.4. If the Customer delays in accepting delivery, or if it breaches other duties to cooperate, HÄFELE will be entitled to demand compensation for losses suffered as a result unless the Customer is not responsible for the non-acceptance or the breach of duties to cooperate. This will not affect statutory damage claims.

6. Retention of title

6.1. All goods will remain the property of HÄFELE until all claims arising from the existing commercial relationship with the Customer have been settled.

6.2. Any processing or reworking of the goods subject to retention of title ("the retained goods") by the Customer is undertaken on behalf of HÄFELE. The Customer's inchoate right to the retained goods extends to the processed or reworked item. If the goods are inseparably incorporated, combined or processed with other items not belonging to HÄFELE, HÄFELE will acquire joint ownership of the new item in the ratio of the value of the goods to the other items processed at the time of the incorporation, combination or processing. The same will apply in the event that the goods are incorporated or mixed with other items not belonging to HÄFELE in such a way that HÄFELE loses its exclusive ownership. The Customer shall safeguard the resulting jointly owned property on behalf of HÄFELE without charge. In all other respects, the same provisions will apply to the item produced by the processing or reworking and incorporation or combination as apply to the retained goods.

6.3. The Customer is entitled to resell the item purchased in the normal course of its business provided it meets its obligations arising out of its commercial relationship with HÄFELE in good time; however, the Customer hereby assigns to HÄFELE all claims accruing to it from the resale in the value of the final invoice amount (including value added tax) of our claim, regardless of whether the goods were resold unprocessed or after processing. HÄFELE hereby accepts the assignment. If an assignment is not permitted, the Customer shall instruct the garnishee to make any payments to HÄFELE only. The Customer will retain the authority to collect the claim in question after such an assignment. This will not affect HÄFELE's authority to collect the claim itself; however, HÄFELE undertakes not to collect the claim as long as the Customer meets its payment obligations, has not defaulted in payment, does not suspend payments or if an application to open insolvency proceedings or comparable debt settlement proceedings over the Customer's assets is made by the Customer or a legitimate request by a third party to open insolvency or comparable proceedings over the Customer's assets is rejected due to lack of assets. If requested, the Customer must declare the assignment to its own customers and provide HÄFELE with all the information (list of receivables due to HÄFELE including the names and addresses of the customers, amount of the individual receivables, invoice date, etc.) as well as the documents that HÄFELE requires in order to assert its rights. In the event of a blanket assignment by the Customer, the claims assigned to HÄFELE are to be expressly excluded.

6.4. Without prejudice to the foregoing, the purchaser is not entitled to pledge the retained goods, to assign them by way of security or to make any other disposals that place the property of HÄFELE at risk. If the goods are attached or otherwise claimed by third parties, the Customer must immediately notify HÄFELE in writing and issue all the necessary notices to inform third parties of HÄFELE's proprietary rights; the Customer shall support HÄFELE with the measures taken to protect the retained goods. To the extent that the third party is not in a position to compensate HÄFELE for the court and out-of-court costs of asserting HÄFELE's proprietary rights, the Customer is obliged to compensate HÄFELE for the resulting loss unless the Customer is not responsible for the breach of obligation.

6.5. In the event of a breach of contract by the Customer, in particular in the event of default of payment, HÄFELE will be entitled, without prejudice to its other rights, to withdraw from the contract after having set a reasonable grace period. The Customer shall grant HÄFELE or its agents immediate access to the retained goods and shall surrender them. After having given corresponding notice in good time, HÄFELE is entitled to otherwise use the retained goods in order to meet its due claims against the Customer.

6.6. The Customer undertakes to treat the goods with care; by way of example but not of limitation, it is obliged to insure them adequately against theft, breakage, fire and water damage, at their replacement value and at its own expense. It hereby irrevocably assigns to HÄFELE its claims to compensation against the insurance company or other liable parties arising as a result of losses of the type referred to in the first sentence of this clause, in the amount of HÄFELE's claims. HÄFELE hereby accepts the assignment. If the assignment is not permitted, the Customer shall instruct the insurer that any payments are to be made to HÄFELE only. This will not affect further claims of HÄFELE.

6.7. HÄFELE undertakes to release the securities at its disposal, at the Customer's request, to the extent that the realisable value of the securities exceeds HÄFELE's claims arising from the commercial relationship with the Customer by more than 10%, taking due account of standard bank deductions. When assessing the value, the invoice value is to be used as the basis for the retained goods, and the nominal value as the basis for claims. The selection of the securities to be released is at HÄFELE's discretion.

6.8. In the case of deliveries to other jurisdictions in which these provisions on the retention of title do not create a security with the same

effect as they do in the Federal Republic of Germany, the Customer shall hereby grant HÄFELE an equivalent security interest. Where other measures are required to this end, the Customer shall do everything to grant HÄFELE such a security interest without undue delay. The Customer shall support all measures that are necessary and conducive to ensuring the effectiveness and enforceability of such security interests.

7. Defect claims

7.1. The Customer's right to claim defects is subject to the Customer inspecting the supplied goods upon delivery, including by means of sample processing or trial use where this can be reasonably expected, and notifying HÄFELE of obvious defects in writing without undue delay but no later than two weeks after the delivery of the goods. HÄFELE must be informed of concealed defects in writing and without undue delay upon their detection. The Customer shall describe the defects in writing in its notice to HÄFELE. The Customer must also observe the specifications, instructions, guidelines and provisions in the technical instructions, installation, user and operating manuals and other documents for the goods, including without limitation, properly performing and documenting maintenance and using recommended components. Defect claims for defects arising as a result of a breach of this obligation are excluded.

7.2. In the event of a material defect, HÄFELE is entitled to render supplementary performance to rectify the defect or to supply defect-free goods at its option. The Customer must grant HÄFELE the necessary time and opportunity to undertake this. Parts that have been replaced are the property of HÄFELE and are to be returned to HÄFELE.

7.3. If the supplementary performance has failed or been refused, the Customer may withdraw from the contract in accordance with the statutory provisions. This also applies if the supplementary performance fails, the Customer cannot reasonably be expected to accept it or if it has been delayed beyond a reasonable period of time for reasons attributable to HÄFELE. However, in the case of a merely minor defect, the Customer will be entitled to a reduction in the agreed price only. In all other cases, the Customer will have no right to a reduction in the price.

7.4. The Customer's right to withdraw is excluded if it is not in a position to return the performance rendered and this is not due to return being impossible because of the nature of the performance rendered, due to HÄFELE's fault or due to the defect only becoming apparent when the goods were processed or reworked. A right to withdraw is further excluded if HÄFELE is not responsible for the defect and if the Customer is required to pay compensation for loss in value instead of making a return.

7.5. No defect claims arise in the case of defects resulting from natural wear, including without limitation in the case of wear parts, improper handling, assembly, use or storage, or changes or repairs to the goods carried out improperly by the Customer or a third party. This also applies to defects that are attributable to the Customer or to another technical cause than the original defect.

7.6. Claims by the Customer for the reimbursement of expenses instead of compensation in lieu of performance are excluded where a reasonable person would not have incurred the expenses.

7.7. The limitation period for defect claims by the Customer is one year except where consumer goods are purchased at the end of the supply chain. If the defective goods have been used for a building in the customary manner and have caused the building to become defective, or in the case of a defect in a building, the limitation period will be five years. The one-year limitation period also applies to claims in tort that are based on a defect in the goods. The limitation period commences upon delivery of the goods. The one-year limitation period does not apply to HÄFELE's unlimited liability for damage arising from a breach of a product warranty or for injury to life, limb or health, for intent and gross negligence, and for product defects or to the extent that HÄFELE has assumed a procurement risk. A statement by HÄFELE in response to a defect claim brought by the Customer is not to be considered as the opening of negotiations concerning the claim or the circumstances giving rise to the claim insofar as HÄFELE rejects the defect claim in its entirety.

8. HÄFELE's liability

8.1. HÄFELE bears unlimited liability for damage arising from a breach of a product warranty or from injury to life, limb or health. The same applies to intent and gross negligence, or if HÄFELE has accepted a procurement risk. HÄFELE will only be liable for slight negligence to the extent that essential obligations that arise from the nature of the contract and are of particular significance for attainment of the objective of the contract have been breached. In the case of a breach of such obligations, default and impossibility, HÄFELE's liability is limited to damage that could typically be expected to occur under this contract. This will not affect any mandatory statutory liability for product defects.

8.2. If HÄFELE cannot be held liable, or if its liability is limited, the same will apply with respect to the personal liability of HÄFELE's white-

collar and blue-collar employees, associates, representatives and vicarious agents.

9. Software

9.1 Based on the current state of the art, it is not possible to produce software, in particular complex software systems, that is entirely error-free, or this is not possible within the limits of reasonable expenditure. The object of the contract is a program that is suitable for typical use or for the use provided for under the contract. The Customer is responsible for verifying whether the program functions meet its requirements and whether they function together in the selection of its own choosing.

9.2 If programs are used with the purchaser's own hardware, the Customer is responsible for the interaction of the programs with its hardware.

9.3 The programs provided by HÄFELE for use are protected by copyright. The Customer undertakes to use the programs exclusively on its own behalf or within the framework of the contractual agreement concluded with it. The Customer may copy, edit or translate the software, or convert it from object code to source code, only within the permissible limits under statute (Sections 69a et seq. UrhG [Copyright Act]). It undertakes not to remove any manufacturer information – including, without limitation, copyright notices, serial numbers or other identifying characteristics of the software – or to alter these without HÄFELE's prior written approval. We reserve all other rights to the software and the documentation, including copies.

9.4 To the extent that the scope of delivery includes software, the Customer will be granted a non-exclusive, non-transferable right to use the software, including its documentation. It will be made available for use on the goods intended for the purpose, for the term set out in the provisions relating to the scope of delivery. The granting of sublicences is prohibited.

9.5 The Customer is obliged to take appropriate measures to prevent unauthorised third-party access to the software and the documentation. It shall store the original data storage media supplied and the back-up copy in a place that is secured against unauthorised third-party access. Its employees are to be expressly instructed to abide by these Terms and Conditions of Delivery and the provisions of copyright law.

9.6 HÄFELE's liability for the loss of, or changes to, data is limited to the outlay that would normally be required to restore it had regular back-up copies been made in accordance with the level of risk.

10. Product liability

10.1 The Customer shall not modify the goods; in particular, it shall not alter or remove the warnings present on the risks of improper use of the goods. If this obligation is breached, the Customer shall indemnify HÄFELE inter se against third-party product liability claims unless the Customer is not responsible for the modification of the goods.

10.2 Should HÄFELE be compelled to issue a product recall or warning due to a product defect in the goods, the Customer shall, to the best of its abilities, cooperate with the measures that HÄFELE considers necessary and appropriate, and it shall support HÄFELE with such measures, including without limitation with the identification of the necessary customer data. The Customer is obliged to bear the costs of the product recall or warning unless it is not responsible for the product defect in accordance with the principles of product liability legislation. This will not affect further claims of HÄFELE.

10.3 The Customer shall immediately inform HÄFELE in writing of any risks arising from use of the goods and any potential product defects that come to its knowledge.

11. Non-disclosure

11.1 The parties are under obligation to maintain the confidentiality of all information made accessible to them that is marked as confidential or is evidently business or trade secrets owing to other circumstances for a period of five years from the delivery; unless it is necessary for the commercial relationship, they shall not record, disclose or exploit such information.

11.2 The duty of confidentiality does not apply to the extent that the receiving party is able to demonstrate that the information was already known to it before the start of the contractual relationship, or that it was public knowledge before the start of the contractual relationship, or where it becomes public knowledge or publicly accessible through no fault of the receiving party. The receiving party will bear the burden of proof.

11.3 The parties shall ensure, by means of appropriate contractual agreements with the employees and agents appointed by them, including without limitation their freelance employees and the parties appointed by them under contracts for work or as service providers, that these persons refrain from the exploitation, disclosure or unauthorised recording of such business and trade secrets for their own behalf for a period of five years from the delivery.

12. Data protection

12.1. The Customer's personal data must be processed in order to perform the contract concluded with the Customer. In this context, HÄFELE processes the Customer's contact, delivery and invoicing information. The legal basis for the processing is a contract concluded between the parties (point (b) of Article 6(1) EU General Data Protection Regulation). Data is processed beyond this only within the scope of the statutory grounds or on the basis of consent granted by the Customer.

12.2. Information on the scope of the processing of the Customer's personal data can be found in the general data protection information (Articles 12-14 GDPR) on our website:

<https://www.haefele.de/en/info/data-protection/646/>.

13. Place of performance, court of jurisdiction, governing law

13.1. The place of performance in all cases, whether performance is rendered by the Customer or by HÄFELE, is HÄFELE's registered office unless agreed otherwise.

13.2. The Customer may assign its rights and obligations to third parties only with HÄFELE's prior written consent.

13.3. All legal relationships between the Customer and HÄFELE will be governed by the laws of the Federal Republic of Germany, to the exclusion of the United Nations Convention on Contracts for the International Sale of Goods (CISG).

13.4. The exclusive place of jurisdiction for all disputes arising from the commercial relationship between the Customer and HÄFELE will be HÄFELE's registered office. HÄFELE may also file suit at the Customer's registered office or at any other admissible place of jurisdiction. Arbitration clauses are hereby rejected.

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