

## GENERAL TERMS AND CONDITIONS OF PRODUCTS AND MORE GMBH

### I. Validity of these terms and conditions

All deliveries and other services of Products and More GmbH (hereinafter referred to as Products and More) shall be made exclusively on the basis of the following General Terms and Conditions. Any terms and conditions of business of the Customer/Contractual Partner deviating from these are hereby rejected. They shall not be effective even if Products and More does not expressly object to them again after receipt and knowledge thereof or performs the delivery of goods or the otherwise contractually owed service without further reservation of these terms and conditions.

### II. Delivery

1. Delivery times are only approximate unless Products and More confirms a specific delivery date in writing. The date of conclusion of the contract shall be decisive for the start of an agreed delivery full stop. A delay in delivery does not occur if the Customer does not comply with the contractual obligations incumbent upon it or other acts of cooperation, in particular the granting or obtaining of permits or releases, the provision of documents or other activities required for the proper execution of the contract within the agreed period. In such cases, the delivery period provided for in the contract shall not commence before the customer has fully complied with its obligations. Deliveries accepted must be confirmed by the customer within 2 days. A signed delivery note by fax is sufficient. Defects or incorrect deliveries must be reported within 3 days.
2. Sample deliveries must be invoiced and paid for. Unless other provisions are made. For technical reasons, Products and More cannot accept returns.
3. If Products and More is in default with a contractually owed performance, the Customer must set a reasonable grace period in writing. Only after the fruitless expiry of the grace period is the Customer entitled to withdraw from the contract by written declaration to Products and More. Claims for compensation for damage caused by delay, including payment of interest on arrears, are excluded unless they are based on intent or gross negligence. The expenses required for proper subsequent performance shall be borne by Products and More.
4. Products and More is entitled to partial deliveries and partial performance unless the partial performance is of no interest to the Customer according to the content of the contract. The rights of the Customer to withdraw from the entire contract or to claim damages on the basis of a breach of duty by Products and More which is not merely minor, even after partial performance has already taken place, shall remain unaffected by this. The claim for damages due to only partial delivery or performance is excluded if the partial delivery or partial performance is not due to intent or gross negligence on the part of Products and More.
5. If a call-off or collection period for the Customer has elapsed or if the Customer has not accepted a delivery or service despite being requested to do so by Products and More, Products and More is entitled to demand compensation for the damage caused by the delay and, after setting a reasonable period of grace, to withdraw from the contract and demand compensation for the damage it has incurred.
6. Instead of compensation for the actual damage caused by the Customer's breach of duty, Products and More is entitled to demand a lump sum compensation amounting to 15% of the value of the order

(excluding VAT). Products and More reserves the right to claim higher, proven damages as well as the right for the Customer to prove that the actual damages incurred are lower than the flat rate.

7. The costs of transporting the ordered goods to the customer shall always be borne by the customer. Unless a FREIHAUS arrangement has been made. The risk of loss of the goods and the price risk shall pass to the Customer at the time of dispatch of the goods. If the dispatch of the goods is delayed through no fault of Products and More, the risk shall pass to the Customer when the goods are made available and the Customer is notified that the goods are ready for collection. If the delay in dispatch is due to the Customer's breach of a contractual obligation, Products and More is entitled to store the subject matter of the contract at the Customer's expense for the duration of the delay or to deliver the goods itself at the Customer's risk.
8. Products and More reserves the right to exceed or fall short of the ordered quantity of goods by a maximum of 10% if this is unavoidable for technical reasons or can only be avoided by incurring considerable additional costs and the excess or short delivery is reasonable for the Customer.

### III. Prices and terms of payment

1. Unless otherwise stated in the order confirmation, our prices are "ex works" and plus VAT at the respective statutory rate.
2. The Customer is obliged to pay half of the purchase price upon receipt of the order confirmation by Products and More. Unless another payment term has been agreed. Payment of the remaining purchase price is due upon delivery in accordance with the following provisions.
3. Payments are to be made net without deduction within 14 days of receipt of the invoice by the customer.
4. If the Customer is in default of payment, Products and More is entitled to demand default interest in the amount of 8% above the respective base interest rate of the European Central Bank. Products and More reserves the right to assert further, proven damage caused by default.
5. Offsetting against or retention of counterclaims of the Customer against Products and More, the existence of which is disputed by Products and More, is only permissible if and insofar as the counterclaims in question have been legally established.

### IV. Warranty

1. The Customer must notify Products and More in writing of obvious defects in the delivered goods without delay, but no later than 5 working days after delivery. Hidden defects must be reported to Products and More in writing without delay, at the latest 5 days after their discovery. Timely dispatch of the notice of defects is sufficient to meet the deadline. A notice of defects is excluded if one year has passed since the delivery of the goods.
2. If the goods delivered by Products and More are defective in a way that not only insignificantly impairs their value and/or usability, Products and More will, at the Customer's request, remedy the defect within a reasonable period of time set by Products and More, at its own discretion, by rectifying the defect or by making a replacement delivery. If the rectification and/or replacement delivery remains unsuccessful even after the second attempt or if it is not carried out within the reasonable period set by the Customer for this purpose, the Customer may demand a reduction in the purchase price or withdraw from the contract.

3. All further claims for damages of the Customer, irrespective of the legal grounds, are hereby excluded. This exclusion of liability does not apply to intentional or grossly negligent conduct by Products and More, in the event of breach of material contractual obligations or in the event of bodily injury, damage to health or loss of life attributable to Products and More. Furthermore, the exclusion of liability does not apply to claims under the Product Liability Act. In all other respects, Products and More's liability to pay compensation is limited to the foreseeable damage typical of the contract. The upper limit for the compensable damage is the respective gross value of the goods shown in the invoice.
4. The above exemption from liability also applies to claims for damages arising from tort. V. Collection costs  
In the event that the Customer has not disputed a claim of Products and More and it does not appear to Products and More, on the basis of the entire circumstances of the purchase, that the Customer will respond to a further out-of-court reminder, Products and More is entitled to employ a collection agency for the collection of the outstanding claim. In this case, the Customer shall bear the costs arising from the involvement of the collection agency. I shall bear the expenses incurred by the respective collection agency, excluding any participation in the overhead costs.  
In any case, the customer's obligation to pay compensation shall be limited to those costs which would result from the involvement of a lawyer on the basis of the Federal Lawyers' Fee Schedule (BRAGO).

V. Retention of title, assignment in advance, securing the goods subject to retention of title

1. All deliveries by Products and More are made subject to retention of title, i.e. ownership of the delivered goods will not pass to the Customer until the Customer has settled all its liabilities, including all current account balance claims and all ancillary claims to which Products and More is entitled.
2. The Customer may resell the goods subject to retention of title in the ordinary course of business, but may not pledge them or assign them as security. In the event of seizures, confiscations or other impairments of Products and More's ownership of the goods, the Customer must make special reference to Products and More's ownership and inform Products and More of such measures without delay.
3. The authorisation to resell is excluded if the Customer has agreed an effective prohibition of assignment of the purchase price claim with its customers. Products and More may revoke the authorisation to resell goods delivered under retention of title in the event of default in payment, cessation of payments, the initiation of proceedings for the settlement of debts as well as in the event of circumstances which are likely to reduce the creditworthiness of the Customer.
4. In order to secure all claims, including future claims, arising from the business relationship with Products and More, the Customer hereby assigns to Products and More all claims arising from the resale or other use of the reserved goods in the ordinary course of business, including all ancillary rights. Products and More hereby accepts this assignment. The assignment also includes balance claims from current account agreements which the Customer enters into with its customer, insofar as the claim from the resale of goods subject to retention of title is included in the current account relationship.
5. Products and More revocably authorises the Customer to collect the claims assigned to it for its own account and in its own name. Products and More may revoke the direct debit authorisation in the event of default in payment, cessation of payments or initiation of proceedings for the settlement of debts, as well as in the event of circumstances which are likely to reduce the creditworthiness of the Customer.
6. If the Customer is in default of payment, Products and More is entitled to demand the return of the reserved goods and to obtain direct possession of them for itself or an authorised representative, regardless of where they are located. However, taking back the goods does not mean simultaneous

withdrawal from the contract, unless this is expressly declared. The Customer is obliged to surrender the reserved goods to Products and More and to provide Products and More with the information required to assert its rights and to hand over the relevant documents. Furthermore, the Customer is obliged, upon request, to inform Products and More immediately in writing of the debtors of the assigned claims and to make available the information and documents required for collection as well as to notify the debtors of the assignment. Products and More is entitled to notify the Customer's debtors of the assignment itself and to request payment to itself.

7. Products and More shall release all securities assigned to it at the Customer's request to the extent that the realisable value of the securities exceeds the claims to be secured by more than 20%. The selection of the claims to be released lies solely with Products and More.

#### VI. Place of performance, place of jurisdiction and applicable law

1. Unless otherwise stated in the individual order confirmation, Munich shall be the place of performance for delivery and payment.
2. The exclusive place of jurisdiction for all disputes between Products and More and the Customer arising from the underlying contractual relationship or concerning its existence is Munich for commercial legal transactions. However, Products and More is also free to sue the Customer at its respective place of residence or registered office.
3. The legal relationship between Products and More and foreign customers shall be governed exclusively by the law of the Federal Republic of Germany, to the exclusion of the UN Convention on Contracts for the International Sale of Goods.