

## General Terms and Conditions of Purchase of Schäfer Einrichtungssysteme GmbH

### §1

Orders placed by Schäfer Einrichtungssysteme GmbH shall be governed exclusively by the following Terms and Conditions of Purchase, which the Seller agrees to at the latest by accepting an order. They shall also apply if the Seller offers or confirms the order with reference to its terms of delivery, even if this is not expressly contradicted. If Seller does not agree with the terms and conditions of purchase of Schäfer Einrichtungssysteme GmbH, Seller shall expressly refer to them in a special letter. In this case Schäfer Einrichtungssysteme GmbH reserves the right to withdraw an order placed without the Seller being able to derive any claims from this. The Terms and Conditions of Purchase of Schäfer Einrichtungssysteme GmbH shall apply to future transactions with the Seller even if Schäfer Einrichtungssysteme GmbH does not expressly refer to them again.

### §2 Conclusion of Contract

1. The Seller shall be bound by offers made by it until the expiry of 20 calendar days from receipt of the offer to the exclusion of any possibility of revocation.
2. Orders on the part of Schäfer Einrichtungssysteme GmbH shall only be binding if they are made in writing, whereby orders made by web-based means and/or by fax shall be deemed to have been made in writing. Oral agreements or oral amendments or supplements to orders shall require express written confirmation by Schäfer Einrichtungssysteme GmbH in order to be legally effective.
3. The Seller undertakes to reconfirm orders placed by Schäfer Einrichtungssysteme GmbH in writing within 7 days, including the confirmation of the delivery date. After fruitless expiry of this period, Schäfer Einrichtungssysteme GmbH shall have the right to withdraw from the contract.
4. Schäfer Einrichtungssysteme GmbH shall be entitled to withdraw from the contract in whole or in part immediately,
  - a. if the performance of the contract is permanently disrupted by the effects of force majeure (natural disasters, riots, war, official measures, transport disruptions, strikes, lockouts, operational disruptions);
  - b. if an application is made for the opening of insolvency proceedings or similar proceedings under local law against the assets of the Seller.
5. The Seller undertakes, to the extent required, to procure the export quotas and necessary export documents from the competent authorities which are sufficient for the Supplies. Upon acceptance of the order, the Seller shall also ensure that it has at its disposal the necessary operating resources and operating aids required for the performance of the order.

### §3 Content of the contract

1. The content of the contract shall be governed by the information contained in the order placed by Schäfer Einrichtungssysteme GmbH in writing or by means of a web-based method and/or fax.

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2. The Seller warrants that the goods to be delivered comply with the statutory provisions and relevant standards applicable in the EU. The same shall apply with regard to the packaging.
3. The Seller warrants that the goods produced according to samples provided by Schäfer Einrichtungssysteme GmbH comply with the recognized rules of technology and are also produced only for Schäfer Einrichtungssysteme GmbH. Sale to third parties and use of the samples for own account is hereby expressly prohibited.

#### **§ 4 Place of performance**

The place of performance for any service under this contract shall be the location of the Schäfer Einrichtungssysteme GmbH commercial branch. Schäfer Einrichtungssysteme GmbH shall be entitled to notify the Seller of a place other than the agreed place of performance (place of destination). In the event that a foreign place of performance is chosen, the provisions of §§ 17 and 18 shall apply to the applicable law and the place of jurisdiction.

The risk shall not pass to Schäfer Einrichtungssysteme GmbH until the goods have been received and handed over at the respective place of performance specified on the order letter. Upon delivery of the goods, Schäfer Einrichtungssysteme GmbH shall acquire title thereto.

Unloading shall be at the unloader's risk.

The dispatch bills or delivery bills signed off by Schäfer Einrichtungssysteme GmbH shall only be deemed to be confirmation of receipt without acknowledgement that the delivery is free of defects and complete.

#### **§ 5 Deliveries**

1. The Seller shall give notice of the timely dispatch of the goods at least 5 calendar days prior to the date of dispatch.
2. Unless otherwise agreed with Schäfer Einrichtungssysteme GmbH, excess or short deliveries shall only be deemed to be performance of the contract if they are approved by Schäfer Einrichtungssysteme GmbH.
3. Partial deliveries shall be inadmissible as a matter of principle. If partial deliveries are approved, Seller shall notify Schäfer Einrichtungssysteme GmbH without undue delay by web-based means and/or fax whether and, if so, when further deliveries can be expected. This means that the Seller shall inform Schäfer Einrichtungssysteme GmbH in each case of the current status of the execution of the contract, together with the delivery advice, by means of web-based means and/or fax.
4. Delivery before the agreed time is only permissible with the approval of Schäfer Einrichtungssysteme GmbH.
5. The values determined by Schäfer Einrichtungssysteme GmbH during the incoming goods inspection shall be decisive for quantities, weights and dimensions, unless proven otherwise.
6. The Seller shall inform Schäfer Einrichtungssysteme GmbH in writing of the binding customs tariff number applicable to the respective type of goods. If Schäfer Einrichtungssysteme GmbH has to pay a higher import duty on the import of the goods into the Federal Republic of Germany than originally foreseen due to incorrect or incomplete information provided by the Seller, the Seller shall immediately reimburse the resulting damage - in the form of a remittance of the difference amount.
7. In addition to the documents accompanying the shipment in the original, all customs documents relevant for the import, such as goods invoice, supplier's declaration, movement certificate, etc., shall be transmitted by web-based means and/or fax at the latest upon departure of the goods.

## § 6 Delivery period and subsequent delivery period

1. Agreed dates and deadlines shall be binding. The delivery period shall be deemed to have been met if the goods have been received at the place of performance (destination) agreed with Schäfer Einrichtungssysteme GmbH by the expiry of the delivery period. Interruptions in the Seller's operations or delays in delivery by its upstream suppliers shall not extend the agreed delivery period.
2. If the Seller realizes that he will not be able to meet the agreed deadlines/dates, he shall notify Schäfer Einrichtungssysteme GmbH thereof in writing without delay, stating the reasons and the expected duration of the delays, without this releasing him from compliance with the deadlines/dates.

If the parties agree on new deadlines/dates in the event of delays that become apparent or if a delay has already occurred, the new deadlines/dates shall be deemed to have been agreed as fixed and shall not affect any claims for late delivery that have already arisen. Acceptance of goods delivered late shall not constitute a waiver of the right to claim damages for delay and/or contractual penalties.

In the event of non-compliance with the agreed delivery dates or deadlines, Schäfer Einrichtungssysteme GmbH shall be entitled to set the Seller a grace period and the announcement that it will withdraw from the contract after the fruitless expiry of this period. In this case, claims for damages can be calculated concretely or abstractly. In case of abstract calculation, Schäfer Einrichtungssysteme GmbH may charge 30% of the total purchase price without further proof; even if the delivery item is called off in partial quantities. The Seller shall have the possibility to prove the occurrence of a lower damage.

3. After expiry of a delivery period according to paragraph 1, a subsequent delivery period of max. 10 calendar days shall be set in motion without further explanation. After expiry of the additional delivery period, Schäfer Einrichtungssysteme GmbH shall have the option to declare its withdrawal from the contract or to insist on the fulfillment of the contract despite the delayed deliveries.
4. In the event of delays in delivery for which Schäfer Einrichtungssysteme GmbH is not responsible, Schäfer Einrichtungssysteme GmbH shall also be entitled to demand delivery of the goods by air freight or special transport, in which case the seller shall bear the additional costs of the freight in relation to the originally agreed form of delivery.
5. Schäfer Einrichtungssysteme GmbH shall be entitled to assert the claims for damages granted by law both in the event of delayed delivery and in the event of non-delivery. This shall also include expenses for necessary covering purchases.
6. Schäfer Einrichtungssysteme GmbH shall be entitled to charge a lump sum for damages caused by delay in the amount of 2% of the delivery value per week, but not more than 10% of the delivery value in total, or to claim any higher damages caused by delay. Seller shall have the right to prove that Schäfer Einrichtungssysteme GmbH has suffered lesser damage.
7. If Schäfer Einrichtungssysteme GmbH designates the delivery dates as fixed dates, immediate withdrawal from the contract may be declared if delivery has not been made by this date. Schäfer Einrichtungssysteme GmbH reserves the right to claim damages for non-performance. If Schäfer Einrichtungssysteme GmbH nevertheless wishes to insist on delivery, this must be demanded immediately after expiry of the deadline.
8. In the event of delays in delivery due to natural disasters, civil unrest, official measures, transport disruptions, strikes, lockouts, operational disruptions at the seller's or its suppliers' premises, Schäfer Einrichtungssysteme GmbH shall have the right at its discretion to without prejudice to its rights under the previous paragraphs, to demand delivery at a correspondingly delayed point in time, or to withdraw from the contract without granting a period of grace if its own delivery obligations to its customers require this (replacement).

**§ 7 Mode of shipment**

1. The goods shall be delivered for the account and at the risk of the seller. The Seller shall bear the shipping costs as well as the packaging costs, unless another arrangement has been made with Schäfer Einrichtungssysteme GmbH in the individual case.
2. The goods shall be marked, packed and shipped exclusively in accordance with the logistics regulations of Schäfer Einrichtungssysteme GmbH, which may be requested. The obligation to return the packaging requires special agreement. Packing lists shall be sent to Schäfer Einrichtungssysteme GmbH by web-based means and/or fax prior to shipment of the goods.
3. The content and form of documents forming the basis of a letter of credit shall be agreed with Schäfer Einrichtungssysteme GmbH prior to issue.

**§ 8 Examination of Defects**

1. An obligation on the part of Schäfer Einrichtungssysteme GmbH pursuant to § 377 of the German Commercial Code (HGB) to inspect all goods immediately upon delivery and to report any defect without delay shall be excluded. However, Schäfer Einrichtungssysteme GmbH undertakes to carry out a minimum inspection on the basis of the delivery bills and to check for transport damage. The Seller undertakes to carry out a final inspection of the goods vis-à-vis Schäfer Einrichtungssysteme GmbH. If Schäfer Einrichtungssysteme GmbH discovers defects in the delivery item after further use has begun (processing or installation), it shall be entitled to give notice of defects from this point in time. Schäfer Einrichtungssysteme GmbH undertakes to give notice of a defect without delay after it has become apparent.
2. In the case of obvious defects, the notice of defect shall be deemed to be timely if it is received by Seller within 20 calendar days, calculated from the actual receipt of the goods at the place of destination.
3. The seller shall provide Schäfer Einrichtungssysteme GmbH with the collected quality data generated in his area of responsibility. The quality data shall serve the mutual information and optimization of the quality of the products.

**§ 9 Liability for material defects**

1. Schäfer Einrichtungssysteme GmbH shall be entitled to the full statutory warranty rights, even in the case of defects that are not substantial. Schäfer Einrichtungssysteme GmbH shall have the right, at its option, to demand that the defect be remedied or that a new delivery be made free of defects. Any additional costs incurred by Schäfer Einrichtungssysteme GmbH as a result thereof shall be borne by Seller.
2. If Schäfer Einrichtungssysteme GmbH's own delivery obligations so require, Schäfer Einrichtungssysteme GmbH shall be entitled to the following alternative rights, with the Seller waiving its right to subsequent performance:
  - the elimination of defects at Seller's expense either by Schäfer Einrichtungssysteme GmbH itself or by a third party contractor;
  - the immediate withdrawal from the contract;
  - the realization of the defective goods with a corresponding reduction of the purchase price.
3. If Schäfer Einrichtungssysteme GmbH has already installed the defective object of sale in another object, Seller shall be obligated, in addition to the new delivery of the object of sale, to bear the costs for installation and removal as well as for the restoration of third-party trades damaged during installation and removal as well as transport, travel, labor and material costs. The provisions of §§ 439, 445a and 445b of the German Civil Code (BGB) cannot be amended to the detriment of the Buyer.
4. A shortening of the statutory warranty and limitation periods is not permissible. Seller shall be obligated to indemnify Schäfer Einrichtungssysteme GmbH in the event of recourse in the Seller's chain.

5. An exclusion or limitation of the seller's liability for damages which have not occurred to the delivery item shall not be permissible. In particular, Seller shall be obligated to compensate for any damage incurred by Schäfer Einrichtungssysteme GmbH due to a delay in timely delivery free of defects. This also includes the rights of Schäfer Einrichtungssysteme GmbH under §§ 6 and 10.
6. The Seller may not invoke the rights under § 439 para. 4 BGB vis-à-vis Schäfer Einrichtungssysteme GmbH if Schäfer Einrichtungssysteme GmbH has likewise not been granted a right to refuse subsequent performance in the legal relationship with its purchasers in the event of disproportionate costs.

### **§ 10 Product Liability**

1. If a claim is asserted against Schäfer Einrichtungssysteme GmbH on account of a defect in the delivery item based on manufacturer's or product liability or other liability facts, Seller shall indemnify Schäfer Einrichtungssysteme GmbH against the liability claims resulting therefrom upon first request if the cause lies within the sphere of control and organization of Seller and Seller itself is liable in the external relationship. Any lack of fault excluding liability must be proven by the Seller. The Seller's suppliers shall be deemed to be the Seller's vicarious agents.
2. If Seller has had the goods delivered to Schäfer Einrichtungssysteme GmbH produced by a third party, Seller hereby assigns to Schäfer Einrichtungssysteme GmbH all claims arising from manufacturer's liability which Seller may have against the third party. Schäfer Einrichtungssysteme GmbH accepts the assignment. This assignment shall not constitute a release from its own liability.
3. Should it be necessary to inspect the entire delivery of goods - also with the assistance of an external expert - due to the discovery of defective goods, the Seller shall bear the expenses incurred thereby.
4. The seller is obligated to reimburse all expenses resulting from or in connection with a return or recall action, unless a possible contributory or sole fault on the part of Schäfer Einrichtungssysteme GmbH is proven by the seller. This also includes indirect damages such as loss of interest and legal costs. A limitation of liability is not permissible.
5. The seller undertakes to take out a producer's liability insurance and to prove this to Schäfer Einrichtungssysteme GmbH upon request.

### **§ 11 Samples**

For the liability regulations according to §§ 9 and 10, it shall apply that any consent on the part of Schäfer Einrichtungssysteme GmbH to drawings, models, materials and calculations prepared or supplied by the Seller shall not affect warranty rights, warranty obligations and obligations arising from manufacturer's and product liability on the part of the Seller. The agreement of Schäfer Einrichtungssysteme GmbH to the drawings, models, materials, etc. provided shall not constitute a waiver of warranty or liability, nor shall it constitute an assumption of warranty or liability (with).

### **§ 12 Industrial property rights**

The Seller shall be liable for ensuring that no third party rights are infringed in connection with his delivery and the utilization of the goods delivered by him. In the event of an infringement of rights, Seller shall be obliged to indemnify Schäfer Einrichtungssysteme GmbH as well as companies affiliated with Schäfer Einrichtungssysteme GmbH against any claims of third parties and to compensate any damages in excess thereof, including loss of profit. If claims of this kind are asserted against Schäfer Einrichtungssysteme GmbH by a third party, the Seller shall be obligated to indemnify Schäfer Einrichtungssysteme GmbH or companies affiliated with Schäfer Einrichtungssysteme GmbH upon first request against such claims as well as all related legal costs - including Schäfer Einrichtungssysteme GmbH's own. He is not entitled to conclude any agreements or settlements with a third party without the consent of Schäfer Einrichtungssysteme GmbH.

### § 13 Documents and Confidentiality

1. All business or technical information made available by Schäfer Einrichtungssysteme GmbH (including features which may be inferred from objects, documents or software handed over and other knowledge or experience) shall, as long as and to the extent that it is not demonstrably publicly known, be kept secret from third parties and may be made available in Supplier's own business only to those persons who must necessarily be involved in its use for the purpose of delivery to us and who are also obliged to maintain secrecy; it shall remain the exclusive property of Schäfer Einrichtungssysteme GmbH. Such information may not be reproduced or used commercially without the prior written consent of Schäfer Einrichtungssysteme GmbH - except for deliveries to us. At the request of Schäfer Einrichtungssysteme GmbH, all information originating from Schäfer Einrichtungssysteme GmbH (including any copies or records made, if applicable) and items provided on loan shall be returned to Schäfer Einrichtungssysteme GmbH immediately and in full or destroyed. Schäfer Einrichtungssysteme GmbH reserves all rights to such information (including copyrights and the right to register industrial property rights, such as patents, utility models, semiconductor protection, etc.). Insofar as such information has been made available to Schäfer Einrichtungssysteme GmbH by third parties, this reservation of rights shall also apply in favor of such third parties.
2. Products manufactured according to documents designed by Schäfer Einrichtungssysteme GmbH, such as drawings, models and the like, or according to confidential information of Schäfer Einrichtungssysteme GmbH or with tools of Schäfer Einrichtungssysteme GmbH or copied tools may neither be used by Supplier itself nor offered or delivered to third parties. This shall apply mutatis mutandis to print orders placed by Schäfer Einrichtungssysteme GmbH.

### § 14 Provision

Materials, parts, containers and special packaging provided by Schäfer Einrichtungssysteme GmbH shall remain the property of Schäfer Einrichtungssysteme GmbH. These may only be used as intended. The processing of materials and the assembly of parts shall be carried out for Schäfer Einrichtungssysteme GmbH. It is agreed that Schäfer Einrichtungssysteme GmbH shall be co-owner of the products manufactured using the materials and parts provided by Schäfer Einrichtungssysteme GmbH in the ratio of the value of the materials provided to the value of the total product, which shall be held in safekeeping by the supplier for Schäfer Einrichtungssysteme GmbH to this extent.

### § 15 Retention of title

A reservation of title as well as an extended reservation of title to the goods delivered by the seller are excluded.

### § 16 Prices and payment

The prices stated in the order placement are binding. They are fixed prices for the duration of the contract. Value added tax shall be shown separately.

1. Unless special agreements have been made, payment of the invoice shall be made within 20 days of receipt and receipt of the invoice with a 3% discount or within 30 days without discount. Payment shall be made subject to final invoice verification.
2. In the case of deliveries whose quality, free of defects and true to sample, can only be assessed after an inspection procedure has been carried out, the payment periods stipulated under para. 2 shall be extended by a maximum of 45 calendar days in each case.  
  
Special deadlines shall apply to document payments in accordance with the terms and conditions of letters of credit of the credit institutions.
3. The date of transfer shall be decisive for the timeliness of payment; in the case of payments by check, the date of dispatch of the check shall be decisive.

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4. Schäfer Einrichtungssysteme GmbH shall have unlimited rights of set-off and retention to the extent provided by law. Offsetting by the Seller shall only be possible with undisputed or legally established claims.
5. Assignment of claims against Schäfer Einrichtungssysteme GmbH is only permitted with the written consent of Schäfer Einrichtungssysteme GmbH.
6. Invoices must contain the order number, order date, commission number, delivery period, individual prices, article and color, total quantity and total price. The Seller shall indicate the VAT ID number and/or (if required) separately show the applicable value added tax. Invoices from domestic sellers shall be sent to Schäfer Einrichtungssysteme GmbH in single copy, from foreign sellers in triplicate.
7. The Seller shall be responsible for all consequences arising from non-compliance with this obligation. In the event of failure to do so, he shall be liable to Schäfer Einrichtungssysteme GmbH for any additional expenses incurred as a result. The payment dates agreed under para. 2 shall be calculated from the new sending of a proper invoice.

#### **§ 17 Place of Jurisdiction**

The place of jurisdiction (also for actions on bills of exchange and checks) shall be the location of the Schäfer Einrichtungssysteme GmbH commercial branch. However, Schäfer Einrichtungssysteme GmbH shall also be entitled to sue the Seller at its place of business.

#### **§ 18 Applicable Law**

The legal relationship between Schäfer Einrichtungssysteme GmbH and the Seller shall be governed by the laws of the Federal Republic of Germany. The provisions of the UN Convention on Contracts for the International Sale of Goods are expressly excluded.

#### **§ 19 Customer Protection**

The Seller undertakes to maintain confidentiality vis-à-vis Schäfer Einrichtungssysteme GmbH in relation to third parties with regard to all knowledge and information about the project to which it has access, unless this is imperatively excluded by the execution of the construction project. A breach of this duty of confidentiality shall constitute an important reason for termination for Schäfer Einrichtungssysteme GmbH. Publications about the construction project by the seller himself or by third parties on the at the instigation of or with the consent of the Seller shall only be permitted with the prior written consent of Schäfer Einrichtungssysteme GmbH.

Any contact by the Seller with the customer of Schäfer Einrichtungssysteme GmbH is prohibited. The Seller undertakes vis-à-vis Schäfer Einrichtungssysteme GmbH not to make any direct and/or indirect contact with customers of Schäfer Einrichtungssysteme GmbH.

## **§ 20 Partial Invalidity and Subsidiary Agreements**

1. Should individual provisions of this contract be wholly or partially invalid or later lose their validity, this shall not affect the validity of the remaining provisions of the contract. This shall also apply if it becomes apparent that the contract contains a loophole. In place of the invalid or unenforceable provision or in order to fill the gap, a provision shall apply that best corresponds to the invalid or unenforceable provision from an economic point of view within the scope of what is legally permissible or, in the case of the gap, takes into account what the contracting parties would have intended according to the meaning and purpose of the contract if they had reconsidered the point when concluding this contract or when subsequently including a provision.
2. Subsidiary agreements with persons whose authority to represent Schäfer Einrichtungssysteme GmbH does not result from the commercial register shall be invalid unless they are expressly confirmed in writing by Schäfer Einrichtungssysteme GmbH.
3. Oral collateral agreements shall not be effective.
4. If a contract or legal declarations are translated into another language, the German version shall prevail in the event of contradictions and doubts of interpretation.