

GENERAL TERMS AND CONDITIONS

§ 1. General

- 1.1. These General Terms and Conditions (hereinafter also referred to as "GTC") shall apply exclusively to our (EFALOCK PROFESSIONAL TOOLS GmbH, Gattingerstraße 20, 97076 Würzburg, Germany) deliveries and services to traders within the meaning of § 14 BGB (German Civil Code) (hereinafter referred to as "Customer/Customers"). Any terms and conditions of business or conditions of purchase of the Customer that conflict with or deviate from our GTC shall only be recognised by us if and to the extent that we have expressly agreed to them in writing. They shall also have no effect as long as we have not objected to them in each individual case. All communication within the scope of the declarations which are relevant for the contract must be submitted in German.
- 1.2. These GTC do NOT apply in relation to consumers within the meaning of § 13 of the German Civil Code (BGB).
- 1.3. Unless otherwise agreed, these GTC in the version valid at the time of the Customer's order or in the version last notified to the Customer in text form shall also apply as a framework agreement for similar future contracts. We are not obliged to refer to them again in each individual case.
- 1.4. The assignment of claims against us to third parties is excluded. § Section 354 a of the German Commercial Code (HGB) remains unaffected.
- 1.5. Individual agreements with the Customer made in individual cases (including ancillary agreements, supplements and amendments) shall in any case supersede these GTC. Subject to proof to the contrary, a written contract or our written confirmation shall be decisive for the content of such agreements.
- 1.6. Legally relevant declarations and notifications by the Customer with regard to the contract (e.g. setting of deadlines, notification of defects, withdrawal or reduction) must be made in writing, i.e. in written or text form (e.g. letter, e-mail, fax). Statutory formal requirements and further evidence, in particular in case of doubt about the legitimacy of the declarant, shall remain unaffected.
- 1.7. References to the applicability of statutory provisions are for clarification purposes only. Even without such clarification, the statutory provisions shall therefore apply, unless they are directly amended or expressly excluded in these GTC.

§ 2. Offer / Scope of Delivery

- 2.1. Our offers are subject to change. The presentation and advertising of articles in our online shop and/or catalogue constitute a non-binding invitation to the Customer to order goods from us. The prices and price lists shown in our catalogue apply only to catalogue orders and will be valid until the next catalogue is published. The date of the order is decisive. The prices and price lists listed in the catalogue do not apply to orders placed via the online shop.
- 2.2. Sending an order via the online shop by clicking the "order subject to payment" button, the Customer submits a binding offer to conclude a purchase contract. The order is binding for a

period of two weeks after submission of the order. Input errors can be corrected by going back in the order process before confirming the order.

2.3. The Customer may order products from our catalogue by e-mail, fax or telephone call; the Customer hereby submits a binding offer to conclude a purchase contract for the goods specified in more detail in the order from our currently valid catalogue. The Customer is bound to the order for a period of two weeks after submission of the order.

2.4. A contract is only concluded when we accept your order by means of a separate order confirmation or by delivering the ordered items.

Un contrato se concluye solo cuando aceptamos su pedido mediante una confirmación de pedido por separado o mediante la entrega de los artículos pedidos.

2.5. The text of the contract shall not be stored by us if an order is placed via the online shop and shall not be made accessible to the Customer.

2.6. The documents belonging to an offer submitted by us, such as illustrations, drawings, weights and dimensions are only approximate values. Deviations from product specifications are permitted provided that they are insignificant, do not constitute a material defect and have not been guaranteed as binding.

2.7. We reserve the property rights and copyrights to drafts, catalogues, advertising materials, illustrations, drawings, calculations and other documents. This also applies to such written documents designated as "confidential". The Customer must obtain our express written consent before passing them on to third parties.

§ 3. Information / Consulting

3.1. We provide information and technical advice to the best of our knowledge based on our experience. However, all data and information on the suitability and application of our goods are non-binding and do not exempt the Customer from carrying out his own tests. Clause 10 of these General Terms and Conditions shall apply to any and liability.

§ 4. Prices

4.1. Unless otherwise stated in our order confirmation, our prices are "ex works", exclusive of packaging, insurance, freight and, if applicable, minimum quantity surcharge. These items will be invoiced separately. The Customer shall be responsible for the disposal of the packaging at his/her own expense.

4.2. All prices are net prices without value added tax. VAT will be charged and shown separately in the invoice at the statutory rate on the day of invoicing.

§ 5. Payments

5.1. The purchase price is due and payable within 14 days from the date of invoice and delivery or acceptance of the goods. Nevertheless, we are entitled at any time, also within the framework of an ongoing business relationship, to make a delivery in whole or in part only against advance payment. We will declare a corresponding reservation at the latest with the order confirmation.

In the event of default in payment, the provisions of Clause 5.2 shall apply as well as the statutory provisions regarding default in payment.

- 5.2. Upon expiry of the aforementioned payment deadline, the Customer shall be in default. During the period of default, we will charge interest on the purchase price at the statutory default interest rate applicable from time to time. We reserve the right to assert further damage caused by default. With respect to traders, our claim to the commercial due date interest rate (§ 353 HGB) remains unaffected.
- 5.3. The Customer shall only be entitled to rights of set-off or retention insofar as his claim has been legally established or is undisputed. In the event of defects in the delivery, the Customer's counter rights shall remain unaffected, in particular pursuant to Clause 9.3 sentence 2 of these GTC.
- 5.4. If it becomes apparent after the conclusion of the contract (e.g. through an application for the opening of insolvency proceedings) that our claim to the purchase price is jeopardised by the Customer's lack of ability to pay, we shall be entitled to refuse performance in accordance with the statutory provisions and - if necessary after setting a deadline - to withdraw from the contract (§ 321 BGB).

§ 6. Delivery

- 6.1. Unless otherwise agreed, delivery shall be ex warehouse, which is also the place of performance for the delivery and any subsequent performance. Upon request and at the expense of the Customer, the goods shall be shipped to another destination (sale by delivery to a place other than the place of performance). Unless otherwise agreed, we are entitled to determine the type of shipment (in particular transport company, shipping route, packaging).
- 6.2. Delivery dates and delivery periods, which may be agreed as binding or non-binding, must be stated in writing and are only agreed subject to correct and timely delivery by our suppliers.
- 6.3. The agreed delivery period shall be deemed to have been met if the delivery item is ready to be picked up at the factory or warehouse by the expiry of the delivery period.
- 6.4. We shall be released from the obligation to deliver for the duration of the disruption and to the extent of its effects by war, strike, lockout, shortage of raw materials and energy, traffic and unavoidable operational disruptions, orders by public authorities - also insofar as they make the performance of the affected business sustainably uneconomical for the foreseeable future - as well as all other cases of force majeure, including those affecting our suppliers. Such events entitle us to withdraw from the contract in whole or in part with no right to compensation on the part of the Customer.
- 6.5. Partial deliveries are permissible and must be paid for in accordance with the conditions, insofar as they are reasonable for the Customer.

§ 7. Transfer of Risk and Acceptance

- 7.1. The Customer shall collect/accept the delivery item immediately after it has been made available at the factory or warehouse.
- 7.2. If the delivery item is shipped to the Customer at the Customer's request, the risk of accidental loss or accidental deterioration of the delivery item shall pass to the Customer upon dispatch of

the delivery item, at the latest upon leaving the factory or warehouse. The above shall apply irrespective of who bears the freight costs.

- 7.3. If the Customer is in default of acceptance, we have the right to demand reimbursement of the expenses incurred by us; the risk of accidental deterioration and accidental loss shall pass to the Customer upon the occurrence of the default of acceptance.
- 7.4. The Customer shall accept delivery items, even if they have insignificant defects, without prejudice to the rights under Clause 9 of these Terms and Conditions.

§ 8. Retention of Title

- 8.1. The delivery items remain our property (goods subject to retention of title) until all claims, irrespective of their legal basis, arising from the legal relationship underlying the delivery have been fulfilled.
- 8.2. If the Customer processes, combines or mixes the reserved goods with other goods, the new item shall be co-owned by us according to the ratio of the invoice value of the reserved goods to the value of the other goods used. If our ownership lapses as a result of processing, combining or mixing, the Customer hereby already transfers his/her ownership rights to the new stock or item to the extent of the value of the goods subject to retention of title and shall hold them in safe custody for us free of charge. The co-ownership rights arising hereunder shall be deemed to be reserved goods within the meaning of Clause 8.1.
- 8.3. The Customer is only entitled to further process the goods subject to retention of title, to combine and mix them with other items or to resell them within the scope of proper business operations and as long as he/she is not in default. Any other disposal of the reserved goods is not permitted. Any seizure or other access to the reserved goods by a third party must be reported to us immediately. All intervention costs shall be borne by the Customer insofar as they cannot be collected by the third party. If the Customer defers the purchase price to his Customer, he shall reserve the title to the reserved goods in relation to the latter under the same conditions under which we reserved the title upon delivery of the reserved goods. Otherwise, the Customer shall not be authorised to resell the goods.
- 8.4. The Customer's claims arising from the resale of the reserved goods are hereby assigned to us. They serve as security to the same extent as the reserved goods. The Customer is only entitled and authorised to resell the goods if it is ensured that the claims to which he is entitled from this are transferred to us.
- 8.5. If the reserved goods are sold by the Customer together with other goods not supplied by us at a total price, the assignment of the claim from the sale shall be made in the amount of the invoiced value of our reserved goods sold in each case.
- 8.6. Until revoked by us, the Customer is authorised to collect the claims assigned to us. We are entitled to revoke this authorisation if the Customer does not properly meet his payment obligations arising from the business relationship with us. If the prerequisites for exercising the right of revocation exist, the Customer shall, at our request, immediately disclose to us the assigned claims and their debtors, provide all information necessary for the collection of the claims, hand over to us the relevant documents and notify the debtor of the assignment. We are also entitled to notify the debtor of the assignment ourselves.

- 8.7. If the value of the securities existing for us exceeds the secured claims by a total of more than ten (10) percent - in the case of a realisation risk by more than fifty (50) percent) - we are obliged to release securities of our choice to this extent at the Customer's request.
- 8.8. If we assert retention of title, this shall only be deemed to be a withdrawal from the contract if we expressly declare this in writing. The Customer's right to possess the reserved goods shall expire if he fails to fulfil his obligations under this contract.

§ 9. Warranty, Material Defects

- 9.1. The Customer's warranty claims in the event of defects shall be governed by the statutory provisions within the statutory periods, unless deviations result from the following provisions.
- 9.2. In case the delivered item is defective, it is our first choice whether we provide subsequent performance by remedying the defect (rectification) or by delivering a defect-free item (replacement). Our right to refuse subsequent performance under the statutory conditions remains unaffected.
- 9.3. We are entitled to make the subsequent performance owed dependent on the Customer paying the purchase price due. The Customer shall, however, be entitled to retain a reasonable part of the purchase price in relation to the defect.
- 9.4. The Customer shall give us the time and opportunity required for the subsequent performance owed, in particular to hand over the rejected goods for inspection purposes.
- 9.5. We shall bear the expenses required for the purpose of inspection and subsequent performance, in particular transport, travel, labour and material costs, if a defect is actually present. Otherwise, we may demand reimbursement from the Customer of the costs incurred as a result of the unjustified request for rectification of the defect (in particular inspection and transport costs), unless the lack of defectiveness was not recognisable to the Customer.
- 9.6. In connection with the purchase of new delivery items, the Customer's warranty claims in the event of defects shall become statute-barred upon expiry of one year from receipt of the delivery items.
- 9.7. If used delivery items are purchased, the Customer's warranty claims are excluded.
- 9.8. The limitation period of one year or the exclusion of warranty shall not apply if the obligation to pay compensation is based on bodily injury or damage to health due to a defect for which we are responsible arising from intentional conduct or gross negligence, including that of our vicarious agents. Notwithstanding the foregoing, we shall be liable under the [German] Product Liability Act.
- 9.9. No warranty shall apply if the Customer modifies the delivery items without our consent, has them modified by third parties or uses them improperly and the rectification of defects is thereby rendered impossible or unreasonably difficult. In any case, the Customer shall bear the additional costs of remedying the defect resulting from the modification.

- 9.10. The Customer is obliged to inspect the delivery item for any defects upon handover and to notify us of these in writing without delay. The relevant regulations and legal consequences of the [German] Commercial Code (HGB) shall apply accordingly.
- 9.11. If a notice of defect proves to be unjustified, the Customer shall reimburse us for all expenses incurred by us as a result thereof.

§ 10. Liability for Damages due to Negligence

- 10.1. Our liability for damages, irrespective of the legal grounds, in particular due to impossibility, delay, defective or incorrect delivery, breach of contract, breach of duties during contractual negotiations and tort, shall be limited in accordance with this Clause 10, insofar as negligence is involved in each case.
- 10.2. We shall not be liable in the event of simple negligence unless it is a breach of material contractual obligations. Material contractual obligations are those obligations which grant the contracting parties the right which the contract is intended to grant according to its content and purpose, in particular those obligations the fulfilment of which is essential for the proper performance of the contract and on the observance of which the contracting party regularly relies and may rely.
- 10.3. To the extent that we are liable for damages on the merits pursuant to Section 10.2, this liability shall be limited to damages which we foresaw as a possible consequence of a breach of contract at the time of the conclusion of the contract or which we should have foreseen by exercising due care. Indirect damages and consequential damages which are the result of defects in the delivered goods are also only reimbursable insofar as such damages are typically to be expected when the goods are used for their intended purpose.
- 10.4. The aforementioned exclusions and limitations of liability shall apply to the same extent in favour of our executive bodies, legal representatives, employees and other vicarious agents.
- 10.5. If we provide technical information or act in an advisory capacity and this information or advice is not expressly part of the contractually agreed scope of performance owed by us, this shall be done free of charge and to the exclusion of any liability.
- 10.6. The limitations of liability under this Clause 10 shall not apply in respect of our liability for (i) wilful misconduct or gross negligence, (ii) guaranteed characteristics, (iii) injury to life, body or health or (iv) under the [German] Product Liability Act.

§ 11. Miscellaneous

- 11.1. This contract shall be governed by the substantive law of the Federal Republic of Germany; the UN Convention on Contracts for the International Sale of Goods (CISG) shall not apply.
- 11.2. Unless otherwise stated in the order confirmation, our registered office shall be the place of performance.

- 11.3. Where "written" transmission is required in these Terms and Conditions, this may be satisfied by means of electronic form (Section 126a of the German Civil Code) or text form (Section 126b of the German Civil Code), whereby proof of receipt shall be borne by the sender.
- 11.4. If the Customer is a merchant, a legal entity under public law or a special fund under public law, Würzburg/Germany shall be the exclusive place of jurisdiction for all disputes arising directly or indirectly from the contractual relationship. The same applies if the Customer has its registered office abroad.