

## General Terms and Conditions of Sale

Version: 01.01.2026

### 1. Scope of Application

- a) These General Terms and Conditions of Sale (“GTC”) apply to all legal transactions between THB Technischer Handel und Befestigungssysteme GbR, Ölspielstraße 9, 97286 Sommerhausen, registered Amtsgericht Würzburg HRA 9053 (“**THB**”), and its contractual partner (“**Customer**”), provided that the Customer is an entrepreneur within the meaning of Section 14 of the German Civil Code (BGB), a legal entity under public law, or a special fund under public law.
- b) These GTC shall also apply to all future quotations and deliveries, even if not expressly agreed upon again.
- c) By placing an order with THB, the Customer acknowledges the validity of these GTC in their version applicable at the time of the order.
- d) Any terms and conditions of the Customer deviating from or supplementing these GTC are hereby expressly rejected. Deviating Customer terms shall only apply if and insofar as THB has expressly agreed to them in writing. Such consent shall apply only to the specific individual case. This shall also apply if THB, in knowledge of the Customer’s terms, carries out the delivery without reservation.

### 2. Conclusion of Contract

- a) Offers made by THB are non-binding and are to be understood as invitations to the Customer to submit an offer. b) Unless otherwise agreed, the Customer’s order constitutes a binding offer to enter into a contract for the purchase or manufacture and delivery of the specified goods. A contract is concluded only upon written order confirmation by THB.
- b) Any supplementary or collateral agreements shall only be effective if confirmed in text form. Any amendments proposed by the Customer are deemed rejected unless expressly accepted by THB.
- c) THB reserves the right to reject Customer orders.
- d) Partial deliveries and partial performance are expressly permitted and may be invoiced separately.

### 3. Scope of Performance

- a) The characteristics of the goods shall be determined solely by the agreements made between THB and the Customer regarding the properties, features, and performance specifications of the goods.
- b) Binding warranties or guarantees shall only exist if expressly designated as such. Product descriptions, illustrations, drawings, weights, and dimensions in catalogues, on the website, or in other promotional materials are non-binding and do not constitute guarantees of quality unless expressly stated otherwise.
- c) THB supplies only components for substructures of ventilated facades. THB does not provide any planning, static calculations, dimensioning, installation, or construction supervision services.

- d) Drawings, sketches, load assumptions, and other technical documents provided by THB – unless expressly designated as binding final drawings and referenced in the order confirmation by document number and revision – are non-binding technical recommendations/design proposals. They do not replace structural planning, static calculations, dimensioning, or building authority approval. Before use, they must be independently verified by the Customer or its specialist planner/contractor, statically proven, and adapted to local conditions and applicable standards/regulations. Claims for defects or damages shall not exist if a loss arises from the unverified or improper adoption of such documents.

#### **4. Delivery Terms / Transfer of Risk**

- a) The order confirmation shall be decisive for the scope of delivery. THB reserves the right to make technical design or form changes that are not material but objectively reasonable and acceptable to the Customer.
- b) Delivery dates or periods are binding only if expressly designated as “binding” in the quotation or order confirmation.
- c) The delivery period commences upon conclusion of the contract, but not before the Customer has provided all necessary documents, approvals, execution details, and advance payments. Compliance with delivery dates requires the timely and proper fulfillment of all Customer obligations. Delivery deadlines shall be deemed met if the goods have been made available and readiness for collection has been notified or, where otherwise agreed, if the goods have been handed over to the first carrier.
- d) A delivery date is deemed met once the goods have left THB’s premises. If Customer-side information, approvals, or modifications cause delays, agreed delivery dates shall become non-binding. THB will promptly inform the Customer in case of unavailability due to supplier delays.
- e) Delivery periods shall be extended appropriately in cases of force majeure or other events that make delivery unreasonably difficult or impossible (e.g. operational disruptions, fire, strike, war, trade restrictions, pandemics), regardless of whether these occur at THB or its suppliers. If such an event lasts longer than 60 calendar days, both THB and the Customer are entitled to withdraw from the contract.
- f) If non-compliance with a delivery date is due to THB’s fault, the Customer may set a reasonable grace period of at least three (3) weeks. If delivery is not made within this period, the Customer may withdraw from the contract. In such cases, any payments made shall be refunded without delay. Further damage claims are excluded unless the delay is attributable to THB.
- g) Delivery shall—unless otherwise agreed in writing—be effected by collection ex works (ab Werk), THB warehouse, D-74834 Elztal. This means that THB’s delivery obligation is limited to making the goods available at the stated THB works/warehouse and notifying the Customer of readiness for collection. If, in an individual case, THB additionally arranges shipment of the goods, THB owes only the organisation of transport and handover ex works to the first carrier/forwarder. All costs associated with shipment (e.g. freight, handling/loading charges, duties) are borne by the Customer, irrespective of whether they arise domestically or abroad. Where THB assumes additional transport obligations, the shipping/transport routes and means are, unless agreed otherwise, at THB’s discretion. The Customer is obliged to accept the deliveries and services. THB delivers uninsured unless agreed otherwise. The risk of accidental loss and accidental deterioration passes to the Customer upon handover of the

goods to the carrier/forwarder or other shipping person; in the event of Customer's acceptance default, upon notification of readiness for dispatch.

- h) THB supplies only components for substructures of ventilated facades. Installation, assembly and all related services, including selection, dimensioning and combination with façade panels, substructures and substrates, are the sole responsibility of the Customer; the Customer bears required materials and costs. Work must be carried out by a qualified specialist company in compliance with THB's installation instructions/product information and applicable technical rules and standards. Warranty claims do not exist insofar as a defect is based on improper installation, incorrect selection/dimensioning or non-observance of the instructions/rules. § 439 (3) – (6) BGB remains unaffected.
- i) The Customer is responsible for independently verifying and establishing the technical prerequisites for use of the contractual products. Unless expressly agreed otherwise, the Customer is responsible for obtaining any required permit.

## **5. Prices, Payment Terms and Cancellation Fees**

- a) Price quotations are subject to change and are in euros, ex works, exclusive of VAT. All transport and packaging costs, freight and insurance expenses, unloading costs at the Customer, customs duties, public charges and fees are borne by the Customer and invoiced separately.
- b) If, after conclusion of the contract, the goods change due to Customer change requests, a correspondingly adjusted new price is to be agreed with THB. If no agreement is reached, THB is entitled to set the new price at its equitable discretion pursuant to § 315 BGB, taking into account the material and personnel effort resulting from the change and an appropriate margin.
- c) Unless expressly agreed otherwise, THB is entitled to perform deliveries/services only against advance payment or provision of security if, after contract conclusion, circumstances become known which are suited to significantly reduce the Customer's creditworthiness and thereby objectively and concretely endanger payment of THB's outstanding claims from the respective contractual relationship. The same applies if the Customer refuses payment of undisputed claims without factual justification. If, upon THB's request, the Customer refuses advance payment/security, THB may withdraw from the contract in whole or in part; in case of partial withdrawal, invoices for already executed partial deliveries become due immediately. If calendar-fixed or determinable payment deadlines are exceeded, the Customer is in default without further notice unless the Customer is not responsible for the exceedance.
- d) In case of default, THB is entitled to default interest at 9 percentage points above the base rate and to reimbursement of recovery costs. If the Customer is more than two months in arrears with due payments, THB is entitled to withdraw from the contract. Assertion of further default damages and costs remains reserved, as does proof of a lower actual damage by the Customer. In addition, THB may claim the lump sum pursuant to § 288 (5) BGB (€ 40).
- d) THB is entitled to issue partial invoices at its discretion.
- e) Orders are binding upon receipt by THB. If the Customer cancels an order after receipt by THB, the Customer must pay cancellation fees amounting to 20% of the net order value.
- f) In the event of acceptance default, THB may claim compensation for additional costs/expenses arising therefrom (e.g. storage). Goods are stored at the Customer's risk from the time of acceptance default; THB is entitled to charge customary storage costs. Such

costs/expenses are lump-summed at 0.5% of the net order value per working day of acceptance default, but in total at most 5% of the net order value. THB's right to assert actually higher and the Customer's right to prove actually lower costs/expenses remain unaffected.

## **6. Warranty**

- a) The Customer must carefully inspect the goods immediately upon receipt (§ 377 HGB). The goods are deemed approved if no notice of defects in text form is submitted without undue delay after takeover. This also applies if a defect was not recognizable upon immediate careful inspection; in such case, the notice of defects must be submitted in text form to THB without undue delay after discovery. The notification period is seven (7) working days after takeover (obvious defects) or after discovery (hidden defects).
- b) Unless otherwise agreed, the statutory warranty regime applies. The warranty period is 12 months from delivery of the goods. The statutory periods remain unaffected in cases of fraud, assumption of a guarantee, injury to life, body or health, claims under the Product Liability Act, as well as for goods which, according to their usual use, have been used for a building and caused its defectiveness (§ 438 (1) No. 2 BGB) and in supplier recourse (§§ 445a, 445b BGB).
- c) THB may choose among the available warranty remedies at its discretion. Multiple repairs and replacements are permissible. Subsequent performance shall only be deemed to have failed if a third (3rd) repair attempt by THB has failed. The warranty lapses if the Customer or an unauthorised third party has made changes or repairs to the goods. This does not apply if the Customer proves that the defects were not caused thereby and that defect rectification is not impossible or unreasonably impeded by the changes. In any case, the Customer must bear additional costs for defect rectification caused by such changes. A damages claim by the Customer due to delayed delivery because of force majeure and unforeseen events is excluded. Warranty-related damages claims are limited as set out in clause 7.
- d) If usage recommendations or other instructions of THB are not followed, any warranty claims shall lapse to the extent the defect is based thereon. The same applies if the goods are not stored properly or are exposed to improper loads/influences.
- e) Returns not based on warranty claims and not approved in advance by THB are at the Customer's risk; all costs are borne by the Customer. THB reserves the right to refuse acceptance of unauthorised return.

## **7. Liability for Damages**

- a) THB is liable for damages—on whatever legal ground—in cases of intent and gross negligence, including by legal representatives or vicarious agents.
- b) In cases of simple negligence, THB is liable only
  - aa) for damages resulting from injury to life, body or health, an
  - bb) for damages resulting from the breach of an essential contractual obligation (obligation= the fulfilment of which enables proper performance of the contract and on whose compliance the Customer regularly relies and may rely); in such case THB's liability is limited to compensation for the foreseeable, typical damage.
- c) The limitations under clause 7 b) do not apply insofar as a defect has been fraudulently concealed or a guarantee for the quality of the goods has been assumed. The limitations also do not apply to claims under § 826 BGB and under the Product Liability Act (ProdHaftG).

- d) THB is not liable for damages resulting from improper use or installation or modifications, lack of or improper maintenance, natural wear, weather influences, transport and storage, negligent conduct of the Customer or its agents, or similar. THB is furthermore not liable for third-party claims for damages based on non-observance of the instructions for use or negligent handling, including slight negligence.
- e) Where THB provides non-binding technical information or advice outside the contractually owed scope, this is free of charge and excludes any liability. Minor technical changes and deviations from drawings and catalogues are deemed approved in advance.
- f) THB assumes no liability for claims in connection with any public-law permits possibly required. The Customer is responsible for obtaining such permits and for compliance with emission regulations. THB is not liable for delays or additional costs resulting from missing or refused permits or changes in emission regulations, unless THB has expressly assumed an obligation to comply or to procure.

## **8. Retention of Title**

- a) The delivered goods remain the property of THB until full payment of **all** claims arising from the contract with the Customer. The retention of title does not affect the provisions on transfer of risk in clause 4.
- b) Until ownership passes to the Customer, the Customer shall treat the goods with the care of a prudent merchant. Any required maintenance and inspection work shall be carried out by the Customer in good time at its own expense.
- c) Until full payment, the Customer may neither sell nor pledge the goods and shall handle and operate them with the required care.
- d) The Customer must notify THB without delay in text form if the goods or parts thereof are seized or otherwise subject to third-party interference. If notification is not given or not given without delay, the Customer is obliged to reimburse THB for the necessary and reasonable costs incurred in asserting THB's rights, unless the Customer is not responsible for the breach of the above notification obligations. If the third party is unable to reimburse THB for the judicial and extra-judicial costs of an action pursuant to § 771 ZPO, the Customer shall be liable for the resulting loss.

## **9. Right of Retention and Set-off**

- a) The Customer may set off or assert a right of retention not arising from the same legal relationship only on the basis of undisputed or finally adjudicated counterclaims. Rights of retention exist only from the same contractual relationship.
- b) In the event of dispute, THB is entitled to withhold or cease deliveries and/or services.

## **10. Miscellaneous**

- a) We retain ownership and copyright in illustrations, drawings, calculations and other documents; they may not be made accessible to third parties. This applies in particular to documents designated as "confidential"; prior to disclosure to third parties, the Customer requires our express written consent.
- b) Should any provision of these GTC or of the agreement between THB and the Customer be or become wholly or partially invalid, the validity of the remaining provisions shall not be

affected. In place of the invalid provision, the parties undertake to agree a new provision that comes as close as possible to the economic purpose of the invalid or unenforceable provision and which they would have agreed had they known of the invalidity or unenforceability. The same applies to unintended gaps requiring supplementation.

- c) The parties undertake, in the event of legal succession, to take all measures necessary to enable a legally effective transfer of rights and obligations in compliance with legal requirements. Transfer of obligations requires the prior written consent of the other party, unless it is a statutory universal succession.

#### **11. Applicable Law and Jurisdiction**

- a) The law of the Federal Republic of Germany applies to all disputes arising out of or in connection with the agreements between THB and the Customer to which these GTC apply, to the exclusion of the UN Convention on Contracts for the International Sale of Goods (CISG) and of German conflict-of-laws rules.
- b) Place of performance for deliveries, services and payments is THB's registered office.
- c) Exclusive place of jurisdiction for all disputes arising out of or in connection with the agreements between THB and the Customer to which these GTC apply is the registered office of THB. Without prejudice to the foregoing, THB is entitled to seek legal relief also before the court competent at the Customer's registered office.

#### **12. Language**

These GTC are provided in German and English. In case of discrepancies, the German version shall prevail for purposes of interpretation.