

General Terms and Conditions

1. To be used for

- 1.1. A natural person or legal entity or legal person or partnership with legal capacity acting in the exercise of its commercial or independent professional activity (entrepreneur) at the conclusion of the contract
- 1.2. Legal entities under public law or a special-purpose entity organized under public law (hereinafter referred to as the "Principal").

2. Offer/Conclusion of Contract

- 2.1. All deliveries and work performed (hereinafter referred to as "Performance") by GBH Design GmbH (hereinafter referred to as "GBH") are based on these General Terms and Conditions even if no further reference is made to them over the course of further business relationships. Any contradictory terms of the Principal or those that deviate from the present Terms and Conditions, particularly any Terms and Conditions of Purchase, are hereby expressly opposed. These shall only become binding if specifically accepted by GBH in writing. Unless a provision to the contrary is agreed on, the Principal hereby accepts the exclusive application of these Terms and Conditions at the latest with the order or the first (partial) delivery.
- 2.2. The Contracting Rules of Award of Public Works (Verdingungsordnung für Bauleistungen - VOB Parts B and C) in the version applicable on the contract conclusion date shall take priority over these General Terms and Conditions relative to all construction work, including installation.
- 2.3. Any offers made in catalogs, other sales documents, and potentially online are always nonbinding, i.e., should only be understood as a request for the submission of an offer. A contract is not concluded until GBH has issued a written or faxed order confirmation.
- 2.4. GBH reserves all property and copyrights to all samples, offers, cost estimates, plans, drawings, and other information of a physical and nonphysical type, including in an electronic form. Said information may not be made available to third parties and must be surrendered promptly and free of charge at the request of GBH.
- 2.5. The information provided in the offers or the documents enclosed with them or that is communicated otherwise in catalogs, price lists, brochures, etc., about prices, dimensions, services, energy consumption, etc., and other technical parameters shall only be binding if they are specifically identified by GBH as binding. They shall furthermore apply in the context of the applicable DIN tolerances. Glazing of any kind shall be subject to the Guideline for the Assessment of the Visual Quality of Glass according to DIN EN ISO 12543-6.
- 2.6. Offers shall be binding for a period of 30 days from the date of the offer.
- 2.7. Any agreements, including agreements made on the phone or verbally, regardless if they were made during the offer phase or the project phase, require a written confirmation to be legally valid. The contract itself as well as any amendment or addition to the same requires the written form as well. This also applies to this clause.

3. Scope of Performance and Design Changes

- 3.1. The scope of the Performance to be rendered by GBH is set forth in its order confirmation. Unless otherwise agreed upon, Performance shall be rendered ex works in Vierkirchen. GBH reserves the right to make, within reason, design changes or other technical changes to systems or components that are offered or ordered and to make changes to the materials without the Principal's consent, especially if these do not change the qualities, properties, and functionalities.
- 3.2. After the conclusion of the contract and prior to the start of production, GBH shall submit to the Principal the plans for the Performance that was ordered for written approval. Changes (deviations from the offer and order) in the plans to be approved, which do not require a supplementary agreement, shall become part of the contract unless the Principal promptly objects to the changes.
- 3.3. The Principal warrants to take all steps required for its collaboration that result in particular from the delimitation of the Performance in the offer in a timely manner and according to the agreement, i.e., particularly in compliance with the agreed delivery dates and/or delivery periods. The Principal shall apply for and obtain all required permits at its own expense.
- 3.4. If the scope of Performance to be provided by GBH includes assembly, measuring, or other services at the construction site, the Principal shall, in particular, ensure compliance with the respective statutory occupational safety regulations. If these are not complied with, GBH shall, following a notification, be entitled to stop its work until the Principal has provided conditions that meet the respectively valid statutory occupational safety regulations. Any related delays postpone the delivery dates and delivery periods that were agreed on.
- 3.5. In the event GBH comes in contact on the construction site with materials or parts of a building that fall in the application area of the respective legal regulations, such as the Ordinance on Hazardous Substances, GBH must be informed accordingly

when an offer is requested. If this information is not provided until after the offer has been submitted and/or a contract has been concluded, the Principal shall bear all additional costs for protection measures, material disposal, etc. Any resulting delays are the Principal's responsibility.

4. Delivery and Performance Deadlines

- 4.1. Unless GBH has made a specific commitment that is considered binding, any performance and delivery deadline is only an estimate. The period begins on the date all technical and other details of the order have been fully clarified, all necessary documents have been provided, and a possibly agreed-upon down payment has been made. The period is extended by the period in which the Principal is late in the performance of its collaboration activities - within an ongoing business relationship and relating to other contracts as well.
- 4.2. The delivery deadline is met if the products that were ordered have left the plant at the expiry of the delivery deadline or GBH has indicated its shipment readiness.
- 4.3. If the shipment or the potentially agreed-on assembly is delayed at the request of the Principal or for reasons that are attributable to the Principal's sphere of responsibility, GBH shall be entitled to warehouse the goods at the Principal's cost and risk one month after the notification of shipment readiness. In this case, the goods are deemed called on and delivered. In the case of storage by GBH, the resulting warehousing costs, but at least 0.5% of the respective net invoice amount of the warehoused goods, are billed unless the Principal can demonstrate lower damages. In the case of acceptance delays of more than three months, GBH is, after having set an appropriate time limit, entitled to dispose of the goods otherwise and to supply the Principal after a reasonably extended time limit. The Principal's obligation to adhere to the payment dates that were agreed on is not affected by this.
- 4.4. GBH is entitled to partial Performance unless the partial Performance is not reasonable to the Principal. GBH may, within reason, submit partial invoices that reflect the progress made.
- 4.5. In the case that GBH does not complete its Performance within a reasonable grace period in spite of a written warning by the Principal, the Principal is entitled to request damages in the maximum amount of 0.5% for each completed week after the expiry of the reasonable grace period, but not to exceed 3% of order value of the Performance affected by the delay, to cover its damages caused by the delay, provided the Principal incurred demonstrable damages in at least this amount. The Principal has no further claims unless the delay occurred due to intent or gross negligence for which GBH is responsible.
- 4.6. Performance delays that are due to force majeure, measures taken in the context of a labor dispute, or the occurrence of unforeseeable events outside the area of influence of GBH (such as public transport disruptions, unforeseeable operational disruptions, disruptions in the energy and fuel supply, official measures, etc.) exempt GBH from its obligation to perform for the duration of the effect and a reasonable start-up time and entitle GBH to extend the delivery period within reason or, in the event such a disruption lasts longer than three months, to withdraw from the part of the Performance that has not yet been completed. The same applies if such events occur at the subcontractor. If the delivery period is extended for the aforementioned reasons or if GBH is released from its obligation, the Principal cannot derive any claims for damages from this.

5. Risk of Transfer, Acceptance

- 5.1. The risk of accidental loss or accidental deterioration in particular transfers with the handover of the goods or, in cases where the goods are shipped, with the handover to the shipper, the forwarding agent, or other entity appointed to carry out the shipment. If Performance is delayed or not performed due to a late acceptance of the Principal, GBH will warehouse the goods at the Principal's expense and risk. In this case, the Principal is required to bear all respective costs incurred by GBH. GBH will inform the Principal about the warehousing of the goods in writing. Any statutory reimbursement claims remain unaffected by this.
- 5.2. The Performance to be rendered by GBH are considered accepted at the latest when GBH informs the Principal in writing of its contractual provision. This written notification obligation can simply be met by the receipt of the final invoice, if GBH indicates the effect of acceptance in this notification, unless the Principal objects to the effect of acceptance within 14 days from the receipt of the notification or the final invoice and explains the reasons for its objections. In the case of Performance ex works in Vierkirchen, the Performance to be rendered by GBH will be ready for handover and/or acceptance by the Principal following a previous agreement on the date.

6. Prices

- 6.1. The prices stated by GBH in its offers are not binding unless something else was specifically agreed on. If something else was agreed on, GBH will be bound by the prices 30 days from their receipt. Unless specified differently, only the prices listed by GBH in the order confirmation are authoritative. If the deadlines and dates that were agreed on or advised otherwise are exceeded for reasons that fall within the Principal's area of responsibility, GBH may adjust the price accordingly if the cost factors (costs increase in the meantime) have changed.
- 6.2. The stated prices are net prices in EUR plus the respective statutory VAT at the time performance is rendered. Additional expenses (special packaging, freight, postage, insurance, custom duties, etc.) are invoiced separately, if incurred.

- 6.3. All bank fees that are incurred, especially processing fees and fees charged by the first-commissioned bank in the case of bank transfers with international references, are borne by the Principal.

7. Terms of Payment/Limitation Period

- 7.1. Should the GBH not include any deviating payment plan, the following payment plan will apply, depending on the order:
 - 7.1.1 For elevator components ordered domestically: 30% at the time the order is placed, 70% at the time the order is delivered or ready for shipment
 - 7.1.2 For elevator components ordered from abroad: 50% at the time the order is placed, 50% at the time the order is delivered or ready for shipment
 - 7.1.3 For complete systems ordered domestically: 30% at the time the order is placed, 30% at the time the system passes the manufacturer's acceptance tests, 20% at the time the order is ready for shipment, 10% when the order is ready to leave the factory, and 10% after acceptance
 - 7.1.4 For complete systems ordered from abroad: 30% at the time the order is placed, 60% at the time the order is ready for shipment, 10% when the freight documentation is submitted
 - 7.1.5 Spare parts are only delivered against prepayment
- 7.2. Payments must be sent to the account provided by GBH on the invoice within 14 days from the invoice date. Payment is only deemed as effected when GBH can dispose of the amount. Unauthorized discount deductions will be demanded back in addition to a handling fee of EUR 25 unless the Principal can show that GBH did not suffer any or minimal damages.
- 7.3. If the payment date is exceeded, payment is in default without a warning. In this case, GBH is, notwithstanding other legal claims, entitled to request default interest in the amount of 8% above the respective annual prime rate. If GBH can prove higher default damages, GBH may assert said damages.
- 7.4. If it becomes clear after the conclusion of the contract that the Principal may not be able to pay due to lack of funds, GBH may discontinue the Performance until the Principal has rendered payment in full or provided adequate collateral. The same applies if the Principal has been late with its payments repeatedly and/or in significant amounts. Sec. 321 of the German Civil Code (Bürgerliches Gesetzbuch - BGB) applies as well.
- 7.5. The claims of GBH to compensation become time barred after five years. The period of limitation begins at the end of the year in which the claim arose and GBH learned of the circumstances giving rise to the claim and who the debtor is or should have learned of them if it had not been grossly negligent.

8. Retention of Title

- 8.1. GBH reserves the title to all Performance rendered until the respective compensation owed has been paid in full and all receivables that are open at the time of performance relating to the business relationship with the Principal have been satisfied. If the Principal's payment is late, GBH may after a reasonable period of time has passed, but at the latest after a maximum period of five work-days, withdraw from the contract and demand from the customer that the Performance be surrendered.
- 8.2. The Principal is entitled to resell any Performance that GBH still owns (goods subject to retention of title) in the course of regular business. GBH hereby assigns, however, its receivables from this resale in the amount of the delivery price.
- 8.3. Following the assignment, the Principal will be entitled to collect the receivables. GBH reserves the right to revoke the direct debit authorization and to collect the outstanding receivables itself as soon as the Principal does not duly meet its payment obligations vis-a-vis GBH, is in default of payment, files a request for the opening of insolvency proceedings, or stops making payments. In this case, the Principal must promptly provide GBH with all information required for the assertion, hand over the required documents, and disclose the assignment to the third party.
- 8.4. The goods subject to retention of title are modified and processed on behalf of GBH as the manufacturer, without any obligation of GBH, however. The processed goods are considered goods subject to a retention of title. If Principal processes or joins goods subject to retention of title with other goods, GBH is entitled to the joint ownership of the new goods in the proportion of the delivery price of the goods subject to retention of title to the delivery price of the other goods used.
- 8.5. If the title of GBH lapsed due to the joining, processing, or installation, the Principal hereby assigns all ownership rights to the new goods to which the Principle is entitled to GBH in the scope of the delivery price of the goods subject to retention of title. Any resulting joint ownership rights are considered goods subject to retention of title. The Principal will warehouse the new goods on behalf of GBH free of charge and with the customary care.
- 8.6. If the value of the collateral to which GBH is entitled according to clause 8 exceeds the value of the claim to be collateralized by more than 10%, GBH undertakes to release any collateral it is entitled to at its own discretion.
- 8.7. The Principal will promptly notify GBH of any garnishment or other attachments of the goods subject to retention of title by third parties.

9. Claims for Defect

- 9.1. Any information provided by GBH about technical data of the system such as output, speed, and energy consumption are deemed as fulfilled if the deviations from it do not exceed +/- 10%.
- 9.2. Sec. 377 of the German Commercial Code (Handelsgesetzbuch - GBH) applies with the condition that obvious and/or noticeable defects must be reported in writing and specified within eight days from the receipt of the goods and before they are processed or joined; otherwise, no warranty claim can be asserted. Deviations, in particular those pertaining to dimensions, content, thicknesses, weighs, or color tones, that are within the customary tolerances of the industry/trade and that decrease the value or suitability of the goods only insignificantly are no reason for a complaint. The same applies to defects of any kind relating to goods that are used or outclassed.
- 9.3. The liability of GBH for defects does not include normal wear or parts that are subject to natural wear and consumption due to their material properties or the type of their intended use, or damages caused by improper warehousing, treatment or use, the use of unsuitable accessories, or the use of unsuitable equipment.
- 9.4. GBH will meet its warranty obligations by providing either a replacement or supplementary Performance. The Principal must give GBH time and opportunity to render the required supplementary Performance or to provide replacements within a reasonable period of time and in consideration of the needs of GBH in the context of what is reasonable for the Principal. Only in urgent cases, i.e., if operational safety is at risk or if action has to be taken to prevent unreasonably high damages, which GBH must be informed of in advance, does the Principal have the right to remedy the defect itself or to have it remedied by expert third parties. The Principal may only ask to have the resulting expenses reimbursed to the extent these were necessary and not unreasonably high considering the circumstances.
- 9.5. Parts that were replaced by way of supplementary Performance become the property of GBH.
- 9.6. In the context of the legal provisions, the Principal has the right to withdraw from the contract if GBH, in consideration of the statutory cases of exception, allows a time limit that was provided under reasonable consideration of the production, transport, and assembly efforts for the rectification of the defect or replacement delivery of the defective Performance to expire unsuccessfully. If the defect is minor and does not significantly impact the usability of the Performance, the Principal only has the right to reduce the compensation that was agreed on. In all other cases, the right to a reduction or damages is excluded.
- 9.7. All claims of the Principal, regardless on what legal grounds, become time barred 12 months from the date of delivery or acceptance unless the claims relate to a defect pursuant to Sec. 438 para. 1 no. 2 or Sec. 634 a para. no. 2 BGB.

10. Liability

- 10.1 If the delivery item cannot be contractually used by the Principal due to the fault of GBH, in particular because it did not, or did incorrectly, implement suggestions made or advice provided after the conclusion of contract or due to a breach of other contractual ancillary obligations, the provisions of section 9 as well as the following paragraph (2) apply to the exclusion of any other claims of the Principal. GBH is not liable for any damage that may occur if and to the extent the Principal does not comply with the instructions and warnings of GBH. The Principal agrees to indemnify and hold GBH harmless from any claims, liability cases and damage claims that may result from this.
- 10.2 GBH is liable, regardless of the legal grounds, for defects that did not arise on the delivery item and that are not covered by the warranty for defects according to section 9 only in the event of intent; gross negligence; defects that were concealed in bad faith or the absence of which was guaranteed or defects of the delivery items, if there is statutory liability under the Product Liability Law for physical injuries or material defects on privately used items. In the case of a culpable breach of important contractual duties and a culpable injury to life, body, or health, GBH is liable in cases of intent, gross negligence, and slight negligence, in the latter case, however, limited to the contractually typical, reasonably foreseeable damages.
- 10.3 All other claims are excluded. This does not apply to any liability from and/or in connection with the breach of any duties required by data protection law.

11. Cancellation

GBH may charge cancellation fees in the event of a premature resolution of contract for reasons for which the Principal bears responsibility. These are, without proof, 10% of the gross order amount (including VAT), unless GBH can substantiate higher damages or the Principal can prove that GBH suffered lower damages.

12. Assignment/Offsetting/Right of Retention

- 12.1 The Principal may not assign any claims resulting directly or indirectly from the contract without the expressed consent of GBH.
- 12.2 The Principal may only offset if the counterclaims were upheld by a court of law or are undisputed.
- 12.3 The Principal does not have a right of retention in connection with claims from other contracts.

13. Privacy Policy

The Privacy Policy is available at <https://gbh-design.de/DSGVO/Datenschutzinfo.pdf>.

14. Applicable Law, Jurisdiction

- 14.1. These General Terms and Conditions and all legal relationships between GBH and the Principal are subject only to the law of the Federal Republic of Germany with the exception of the UN Sales Law.
- 14.2. The place of fulfillment and exclusive place of jurisdiction for all disputes arising directly or indirectly from the contractual relationship is the head office of GBH. GBH is, however, entitled to sue the Principal before the court at its head office as well.
- 14.3. Should individual provisions of the contract including these General Terms and Conditions be or become fully or partially invalid, the validity of the remaining provisions shall not be affected. Any provision that is ineffective either entirely or in parts is to be replaced by a provision that comes closest to the economic success of the invalid provision.