

Terms and Conditions of Sale and Delivery of Truma Gerätetechnik GmbH & Co. KG

1. General remarks; applicability

Our deliveries and other services vis-a-vis entrepreneurs, corporate bodies under public law as well as special funds under public law, take place exclusively to the following conditions. These conditions also apply to our future deliveries and other performances, even if we then do not expressly point out the applicability of these conditions again. Any deviating or supplementary general terms and conditions of business of the customer are herewith objected to. This also applies if we, fully aware of deviating or supplementary terms and conditions of business of the customer, carry out an order or other performance without reservation. Deviating or supplementary terms and conditions of business of the customer shall apply only if we expressly confirm these in text form, and then only to the contract in question.

2. Offers; conclusion of contract

Offers are subject to confirmation, unless we expressly confirm otherwise in writing. A contract as well as amendments, subsidiary agreements and other agreements become effective only with our confirmation in text form („order confirmation“).

3. Delivery

- (1) Unless otherwise agreed, the delivery of the goods is made FCA Putzbrunn (Incoterms 2020) to the agreed-upon delivery date. The agreed-upon delivery date shall be extended by the period during which the customer is in arrears with the fulfilment of the customer's duties or obligations. The customer can withdraw from the contract within the scope of the legal provisions only if we are responsible for the delay in delivery.
- (2) We are authorised to perform partial deliveries and performances within the agreed-upon delivery deadlines if the customer is notified of this at least three business days in advance. The customer can object to partial deliveries and performances unacceptable to the customer within three business days from the notification.
- (3) Returns require our prior consent in text form. Otherwise, we are not required to accept a return consignment. Any incidental processing fees will be levied individually at cost.

4. Delivery disturbances

- (1) If we cannot meet our performance obligations for reasons which we are not responsible for (non-availability of the performance), we will notify the customer of this promptly and at the same time provide notification of the new expected delivery deadline. If the performance is also not available within the new delivery deadline, we are authorised to withdraw from the contract in full or in part; any counterperformance already rendered by the customer will be promptly reimbursed by us. Non-availability to this effect refers to, in particular, non-punctual self-delivery by our suppliers if we have concluded a congruent covering transaction, neither we nor our supplier are at fault or we are not obligated to procure in the individual case.

- (2) Unexpected or unavoidable events during manufacturing and other impediments such as force majeure, labour disputes or other disruptions in our own business operations or in the business operations of our suppliers authorise us to extend the delivery deadline by the duration of the obstruction. We will inform the customer of the beginning and end of such circumstances as soon as possible.

5. Warranty

- (1) Claims for defects only exist if the goods are used in accordance with the intended use. The intended use of the respective merchandise can be seen from the respective operating and installation instructions, which are up-to-date and valid at the time of the respective order.
- (2) Any use of the goods delivered that deviates from the intended use or use of the goods delivered in countries for which there is no authorisation in accordance with the country-specific requirements for product authorisation, is not covered by the warranty and takes place at the risk of the customer.
- (3) The warranty for defects resulting from non-observance of the operating, maintenance or installation instructions, unsuitable non-contractual, improper, erroneous or negligent use, normal wear and tear, changes in the product by the customer or third parties or the use or installation of accessories not belonging to the respective product, is excluded.
- (4) The warranty period is two years from delivery to the customer.
- (5) The customer is to inspect the goods immediately upon delivery and report in text form any incomplete or incorrect delivery as well as noticeable defects immediately after receiving the goods, other defects immediately after discovering them. If such notification is not made or not made promptly, the delivered goods shall be deemed approved by the customer.
- (6) Insofar as delivered goods are defective, we will remedy the defects or deliver defect-free deliverables, at our discretion.

6. Limitation of liability

- (1) We shall be liable for damages, insofar as these
 - a) were caused by us intentionally or through gross negligence, or
 - b) were caused by us through slight negligence and can be attributed to material breaches of contract, which jeopardise the attainment of the purpose of the contract, or to the breach of duties, the fulfilment of which allows for the performance of the contract in the first place and on the observance of which the customer may rely.Apart from that, our liability, regardless of its legal grounds (i.e. also for tortious claims) is excluded.
- (2) In case of para. (1) b) as well as in case of grossly negligent fault by ordinary vicarious agents (i.e. not by bodies, institutions or executive staff) our liability shall be limited to the damage typically foreseeable for the contract.
- (3) In the cases of para. (2), our liability for indirect damages, consequential harm caused by a defect and lost profit is excluded.
- (4) Unaffected by the restrictions of this paragraph 6, the liability for contractual warranty claims, for injury to life, body or health, fraudulent concealment of a defect as well as liability in accordance with the Product Liability Act, remains.
- (5) Insofar as our liability is excluded or limited, this shall also apply to the personal liability of our employees, staff, representatives and vicarious agents.

- (6) The customer is obligated to immediately notify us of damages and losses for which we are to assume the cost of in text form or have them recorded by us.

7. Payment

- (1) We are entitled to invoice partial deliveries and performances immediately.
- (2) Our invoices are due as of the invoice date, but no earlier than upon receipt of the invoice and to be paid without deductions. For new customers and for deliveries outside of Germany – unless otherwise agreed on – payment is due on delivery or in advance.
- (3) The withholding of payments due to counterclaims or the offsetting against counterclaims by the customer is not permitted, unless the counterclaims of the customer are (i) undisputed, (ii) determined without further legal recourse or (iii) contractual counterclaims of the customer from the legal transaction on which our payment claims are based.
- (4) In case of late payment, we may charge interest on arrears at the statutory rate. Further legal claims, such as withdrawal and damages, shall remain unaffected by this.
- (5) All prices are net, plus any applicable value added tax.

8. Retention of Title

- (1) Until the complete payment of all our current and future claims arising from the business relationship with the customer, we retain the retention of title to all merchandise delivered by us ("Goods subject to retention of title"). For open accounts, the retention of title also serves as a security for the claim to the outstanding balance.
- (2) The Goods subject to retention of title may not be pledged to third parties nor pledged or assigned as security before complete payment of the secured claims. The customer is to notify us without delay if an application for the opening of insolvency proceedings has been filed or if and when third parties have seized the Goods subject to retention of title.
- (3) If the Goods subject to retention of title are mixed, combined or processed, we become co-owners correspondent to the respective value percentage of the respective acquisition prices. The customer shall further assign to us, here and now, his (joint) rights of ownership and possession to the new total entity by way of security. The customer safe-keeps our (joint) ownership at no cost.
- (4) In case that the customer sells our goods (also processed or worked on, mixed or combined, by it-self or with external merchandise) or obstructs them into third party goods, the customer herewith assigns to us here and now by way of security all claims vis-a-vis the customer's customers acquired as a counterperformance to this end, also to the extent they are remuneration for work performances, third-party merchandise, etc., together with all securities (also rights of ownership and possession). We accept the assignment. The customer is only authorised to sell or obstruct our goods in accordance with clause 1 in the ordinary course of business, as long as he is not in default. He is revocably authorised to collect the claims assigned to us by himself, as long as he is not in default. On our request, the customer will disclose the assignment and provide us with the necessary information and documentation for enforcing the claims vis-a-vis his customers.
- (5) The customer herewith assigns to us by way of security all future claims due to damage or loss of our goods in his scope of responsibilities (e.g. claims from insurances or claims in tort). We accept the assignment.
- (6) In case of a breach of contract by the customer, we are entitled to demand the return of our goods. We are entitled to collect our property subject to retention of title and to access the storage or application site of the goods subject to retention of title for this purpose, if the customer does not comply with the demand for returning the goods, or this is required in order to prevent definite destruction or loss of the goods.

- The customer waives the rights he would be entitled to in the event of unlawful interference with possession.
- (7) We release the securities at our discretion, if their value exceeds the collateralised claims by more than 10 percent.

9. Data privacy statement

We process and use personal data of the customer, in particular contact details, for processing the order, including the email address if the customer provides it. For credit checks, we may use information from external service providers as a decision aid and make the payment method dependent on this. The information also includes information about the address of the customer. This takes place for the purpose of contract processing, Art. 6 Par. 1 b) GDPR. Details can be found in the privacy policy at <https://www.truma.com/uk/en/home/privacy-policy>.

10. Jurisdiction; applicable law; final provisions

- (1) Place of performance for our deliveries and performances and for the obligations of the customer is Putzbrunn.
- (2) The laws of the Federal Republic of Germany shall apply. The application of the UN Convention on Contracts for the International Sale of Goods (CISG) shall be excluded.
- (3) Exclusive place of jurisdiction for all disputes from and in connection with the delivery relationship is, if the customer is a registered trader, corporate body under public law or special fund under public law, as well as in case the customer does not have a place of jurisdiction domestically, Munich. We are, however, also entitled to take legal action at the customer's place of business. Unaffected remain the legal place of jurisdiction for the enforcement proceedings as well as other legal places of jurisdiction, which cannot be deviated from by means of agreements between the parties.
- (4) § 312i Par. 1 Sent. 1 No.1, 2 and 3 as well as § 312i Par. 1 Sent. 2 German Civil Code, which provide for certain obligations on part of the entrepreneur for contracts in electronic commerce, are waived.
- (5) If a provision is or becomes ineffective, the validity of the remaining provisions shall remain unaffected. In such cases, we and the customer are obliged to replace an invalid condition with a valid one which comes closest to the economic purpose of the invalid one.

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