

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

1. General, Scope of Application

Our supplies and other services to businesses, public law legal entities as well as special public law funds are provided exclusively pursuant to the following terms. Upon receipt of the order confirmation and/or acceptance of the ordered goods or services, the ordering party accepts these terms. Deviating standard business terms of the ordering party are hereby expressly objected to. Deviations only apply if we expressly confirm them in writing and only for the relevant contract.

2. Offers, Conclusions of Contract

Offers are subject to change if we do not expressly confirm otherwise in writing. A supply contract as well as amendments, side agreements and other agreements shall only become valid upon our written confirmation („Order Confirmation“).

3. Delivery

(1) Unless otherwise agreed, the delivery of the goods shall be made FCA Putzbrunn (Incoterms 2010) on the agreed delivery date. The agreed delivery date is extended by the period during which the ordering party is in delay of the fulfillment of his duties or obligations. The ordering party can only rescind the agreement under the statutory provisions as far as we are responsible for the delivery delay.

(2) The minimum order value per order is EUR 150.00. In the case of an order for less than EUR 150.00, we reserve the right to apply a reduced value surcharge of EUR 25.00. Returns require our prior written consent. Otherwise we are not obligated to accept a return. Any processing fees which arise shall be individually charged according to time and effort and after consultation with the ordering party.

4. Disruptions of Delivery

Unforeseen, unavoidable events during the manufacturing and other hindrances such as force majeure, labour disputes or other disruptions in our own business operation or in the business operations of our suppliers as well as delayed deliveries of our suppliers entitle us to extend the delivery by the duration of the hindrance. We will inform the ordering party of the start and the end of such circumstances as soon as possible.

5. Warranty

(1) We warrant that the delivered goods correspond to the agreed specifications and the product approval conditions of the EU indicated in the use instructions of the respective product which is available under www.truma.com. The conformity with the product approval conditions in countries outside the EU will be

confirmed upon inquiry. Alternatively information thereon is provided in a summary overview on our electronic dealer and OEM portal. The dealer and OEM portal can be viewed at www.truma.com. Each commercial customer can apply for access to the electronic dealer and OEM portal. This summary overview will also be provided to the ordering party upon request. The version of the use instruction or summary overview which is accessible at the mentioned internet address on the date of the respective order is determinative. For greater clarity, a use of the delivered goods deviating from the use in accordance with the intended purpose and a use of the delivered goods in countries for which we do not confirm compliance with the country-specific approval requirements are not governed by the warranty and occurs at the risk of the ordering party.

(2) The warranty period amounts to two years starting from the delivery to the ordering party.

(3) The ordering party shall inspect the goods upon delivery without delay and object in writing to an incomplete or incorrect delivery as well as recognizable defects without delay after receipt of the goods, and object to other defects without delay after discovery. If such an objection is not made or not made without delay, the delivered goods are deemed to be approved by the ordering party.

(4) As far as delivered goods are defective, we will at our option eliminate the defects or deliver defectfree delivery items. We are not liable for damages which are based on natural wear and tear in accordance with the duration of use.

6. Liability

(1) Damage claims, regardless of the legal ground, are excluded unless we are responsible for intentional actions or gross negligence or we are liable for intentional actions or gross negligence of our legal representatives or agents.

(2) The above exemption from liability does not apply if the damage claim results from the violation of material contractual duties. As far as we breach a material contractual duty with slight negligence, our duty of indemnification is limited to the indemnification of the typically foreseeable damage.

(3) The liability for damages arising from injury to life, body or health as well as liability under the Product Liability Act remains unaffected.

(4) As far as liability is excluded or limited by us, this also applies for the personal liability of our employees, staff, representatives and agents.

(5) The ordering party shall notify us in writing of damages and losses for which we are responsible or have us make a record of them.

7. Payment

(1) Our invoices are due as of the invoice date, but at the earliest upon receipt of the invoice, and are payable without deduction, including in the event of partial delivery or objections to defects. For new customers and for deliveries outside Germany cash on delivery or advance payment shall apply, as far as not agreed otherwise.

(2) The retention of payments based on counterclaims or the set-off against counterclaims is not permissible unless the counterclaims are undisputed, have been finally adjudicated or are ready for decision.

(3) In the event of delayed payment, we are entitled to charge interest for a delayed payment in the statutory amount. Additional statutory claims, such as rescission and damages, shall remain unaffected.

8. Retention of Title

(1) Until full payment of all claims arising from the business relationship with the ordering party, we reserve ownership to all goods delivered by us (goods subject to a retention of title). Where a cur-rent account is maintained, the goods which are subject to a retention of title also apply as security for the claim to the balance amount.

(2) If the goods are mixed, combined or adapted, we shall become co-owners in accordance with the value share (acquisition price). In addition, the ordering party hereby assigns to us in advance his (co-) ownership and possession rights to the new whole product. The ordering party shall store our (joint) property without charge. We shall release the security at our option as far as its value exceeds the claims by more than 10 percent.

(3) In the event that the ordering party sells (installs, uses) our goods (processed or adapted, mixed or combined, alone or with other goods), he hereby assigns all his claims against his customers to us in advance, including as far as they are compensation for work services, third party goods and similar items, together with all security (including rights of ownership and possession). The ordering party is only authorized to sell our goods pursuant to sentence 1 in the ordinary course of business as long as he is not in default of payment. He is revocably authorized to collect the claims assigned to us – which we hereby agree with him are not assignable

to third parties – as far as he is not in default of payment. Upon our request the ordering party shall disclose the assignment and provide us with the necessary information and documents.

(4) The ordering party hereby assigns all future claims (e.g. insurance, tort claims) concerning our goods to us. He shall inform us immediately, if necessary by phone, if someone challenges our rights. In the event of conduct of the ordering party in breach of contract, we are entitled to request return of our goods. We are entitled to collect our goods which are subject to a retention of title and for this purpose enter the place where the goods which are subject to a retention of title are stored or used if the purchaser does not comply with the request for a return or this is required in order to prevent a definitive destruction or loss of the goods. The purchaser waives the rights to which he would be entitled based on unlawful interference with possession.

9. Place of Jurisdiction, Applicable Law, Final Provisions

(1) The place of performance for our supplies and services and for the liabilities of the ordering party is Munich, Germany.

(2) The law of the Federal Republic of Germany is applicable. The UN convention on the sale of goods (CISG) is excluded.

(3) The exclusive place of jurisdiction for all disputes arising from and in connection with the delivery relationship is Munich, Germany. We are however entitled to also bring a claim at the place of the registered office of the ordering party.

(4) If a provision should be or become invalid, this shall not affect the validity of the remaining provisions. We and the ordering party are in such cases obligated to replace an invalid provision by a valid one which comes as close as possible to the economic purpose of the invalid provision.