

General Terms and Conditions of Sale and Delivery

Salamander Industrie-Produkte GmbH

Jakob-Sigle-Straße 58, 86842 Türkheim, Germany - Memmingen District Court- HRB 5175

I. Applicability

1) All our deliveries, services and offers are made exclusively on the basic principles of these General Terms and Conditions of Sale and Delivery. They shall also apply to all future deliveries, services or offers to the purchaser, even if they are not separately agreed or referred to again.

2) Counter-confirmations with reference to deviating business and sales or delivery conditions are hereby expressly contradicted. Corresponding terms of business of the purchaser which deviate from our terms and conditions of sale and delivery shall not become part of the contract, even if we do not expressly object to them. Our terms and conditions of sale and delivery shall apply even if we are aware of the purchaser's terms and conditions that contradict or deviate from our terms and conditions.

3) We are entitled at any time to change or amend our terms and conditions of sale and delivery with a reasonable period of notice. Previous versions of the terms and conditions of sale and delivery or previous versions of the general terms and conditions will hereby lose their validity. The respective current versions of the Terms and Conditions of Sale and Delivery or the General Terms and Conditions are available at www.salamander-windows.com in the footer at the bottom left.

4) Third parties - in particular our employees - are not authorised to make verbal collateral agreements or give verbal assurances that go beyond the content of the written contracts. Corresponding declarations do not establish any liabilities at our expense.

II. Conclusion of the contract

1) Our offers are subject to change without notice and non-binding, unless they contain statements to the contrary, and apply exclusively to deliveries to the corresponding destination country. Orders and contracts shall only be deemed to have been accepted once they have been confirmed by us in writing or electronically. We can accept offers or applications made to us within 1 week. The written or electronic order confirmation is decisive for the scope of delivery.

2) Order confirmations must be checked by the purchaser immediately after receipt against the order with regard to completeness, specification of items, quantities, prices and conditions in order to be able to correct any misunderstandings and transmission errors prior to delivery.

3) The reference to technical standards serves to describe the performance and is not a guarantee of quality. Information or illustrations (e.g. weights, dimensions, utility values, load capacity, tolerances, drawings and technical data) are only approximate, unless the usability for the contractually intended purpose requires exact conformity. We shall only assume a guarantee if we expressly agree to it in writing. Obvious mistakes, printing, spelling, calculation and calculation errors are not binding and do not justify a claim.

4) All agreements require the written form. The written form can only be waived by written agreement.

5) We reserve the right of ownership and copyright to all illustrations, drawings, calculations, cost estimates and other documents. They may not be made available to third parties without our express consent. They are to be used exclusively for the performance of the contractually owed services and are to be returned to us upon request - at the latest upon termination of the business relationship without being requested to do so - without retention of copies, or deleted, whereby the deletion is to be confirmed to us immediately in writing, as is the fact that no more copies of the documents exist or that they have also been completely deleted.

III. Object of contract, prices, payment

1) The object of the contract is the goods in the nature, at the price and in the quantity as stated in the order confirmation.

2) Our profile systems and accessories are exclusively intended for processing in window and door construction under consideration of the respectively valid processing guidelines. An intended, active sale of unprocessed profiles and accessories to third parties must be communicated immediately when the order is placed or if the intention to sell arises later. It requires our express written consent. In the event of a breach of this provision, we shall be entitled to terminate the respective order immediately and to terminate the underlying framework agreement without notice.

3) The purchaser may not transfer his contractual rights to third parties without our express written consent.

4) The prices are valid for the scope of services and delivery listed in the order confirmations. Our prices are strictly net in Euro EXW (Incoterms 2020) ex works or warehouse and include standard packaging. Not included are value added tax, freight costs, customs duties and customs clearance costs, fees and additional costs for special packaging. If these are to be borne by us, they will be charged separately. As a contribution to the costs of the German federal railway and motorway tolls, we currently charge a fee of € 38 per shipment. This fee can be adjusted by us at any time in individual cases with regard to the required transport route or generally in the event of an increase in tolls. Unless otherwise agreed, invoices are payable immediately net without any deductions.

5) We are entitled to demand price adjustments. The price changes come into force after a 30-day notice period. In the event of price adjustments, the prices currently valid at the time of receipt of the order shall apply in principle, whereby we reserve the right to charge the adjusted price if the period between readiness for dispatch and delivery of the goods is more than 2 weeks because the purchaser on his part has postponed delivery by more than 2 weeks and the price adjustment had already been announced by us at the time of receipt of the order. This also applies to orders already confirmed. In addition, we reserve the right to reduce orders which exceed the previous average monthly order volume of the purchaser to normal quantities at our own discretion and to deliver the reduced order volume if the price adjustment had already been announced by us at the time the order was received. This also applies to orders already confirmed.

The prices of steel reinforcements and other commercial goods can be changed with immediate effect without notice due to fluctuations in market prices/purchase prices.

6) We are not obliged to accept follow-up contracts and are not bound to the prices agreed upon for the first or subsequent orders. If the purchaser does not agree to a reasonable price adjustment, we shall be entitled to withdraw from the contract without further costs.

7) Unless otherwise agreed, delivery can only be made against advance payment or after provision of a 100% irrevocable and confirmed letter of credit or bank guarantee for the gross amount of the order (including transport and other costs). Confirmation of a letter of credit or a bank guarantee must be made by a bank to be named by us. If a supplier credit (credit limit) has been agreed, this represents the upper risk limit on our part and is a prerequisite for unconditional compliance with fixed payment terms. Supplier credits can be revoked or limited at any time.

8) In the event of late payment, any rebates, discounts and other benefits granted shall lapse. In the event of delay in payment or in the event of reasonable doubt as to the purchaser's ability to pay, we may demand advance payment and/or assert a right of retention with regard to further performance if we are not secured in full by advance payment, letter of credit or bank guarantee. This also applies if our trade credit insurer refuses to insure our claim against the purchaser. The prerequisite for each delivery is the timely payment of previous invoices to our account. In the event of a delay in payment or a recognisable deterioration in the financial circumstances of the purchaser, we reserve the right not to execute confirmed orders and to stop current deliveries until corresponding advance payments or securities (letter of credit, bank guarantee, directly enforceable bank guarantee or similar) have been made.

9) In the event of default in payment, the purchaser shall pay us interest on arrears at the statutory interest rate. We reserve the right to prove that we have incurred higher damages as a result of the delay in payment.

10) Unless otherwise agreed, all payments shall be credited against the oldest unpaid invoices. Agreed terms of payment apply to invoices and credit notes in the same way.

IV. Shipping, insurance, transfer of risk

1) The place of performance shall in all cases be our supplying factory or warehouse. Upon leaving the supplying factory or warehouse, the risk shall pass to the purchaser unless we carry out the shipment ourselves or have it carried out by a forwarding agent designated by us and irrespective of who bears the freight costs. Unless otherwise agreed, in the event that we carry out the delivery ourselves, we shall be free to determine the mode and route of dispatch - without guarantee of the fastest and cheapest transport.

2) Unless regulated on the basis of agreed terms of delivery or other agreements, the goods shall only be insured against transport, theft, breakage, water and fire damage or other insurable risks at the written request of our purchaser and at his expense.

3) If the goods are ready for dispatch and dispatch or acceptance is delayed for reasons for which we are not responsible, the transfer of risk shall occur upon notification of readiness for dispatch.

4) Unless expressly agreed otherwise, we shall choose the type of packaging at our discretion. Steel pallets, on the other hand, are not part of the delivery and remain our property. We have the right to demand the return of the steel pallets from the purchaser at any time. While the steel pallets remain with the purchaser, the latter must store the steel pallets properly and mark them as our property. The purchaser shall be liable without fault for any kind of damage or loss of the steel pallets. If packaging is carried out on wooden pallets, the wooden pallets are transferred to the purchaser upon delivery.

5) In the event that we decide to use steel pallets as loading aids, we shall agree a pallet quota with our purchaser for the handling of current business on the basis of the average monthly turnover of the last 3 months, whereby one pallet shall be used for every € 667 average monthly turnover. In addition, a buffer of 50% is assumed for pallets in transit. This total contingent includes the goods in delivery from the time of invoicing, the empty and full pallets located at the purchaser and the pallets in return transport until the time of receipt by us. If the purchaser explicitly reports steel pallets to us as free, i.e. pallets ready for collection, these pallets will not be included in the calculation of the total quota. If the total quota is exceeded, we will issue an invoice to the purchaser for a monthly rent of currently € 9 per surplus pallet, but no earlier than 30 days after delivery of the first steel pallets. We reserve the right to charge for pallets which have been with the purchaser for more than 180 days at the respective replacement price (currently € 350/pallet). These pallets become the property of the purchaser after full payment. Particularly in the case of a prescribed excess of pallets, we reserve the right to deliver exclusively on wooden pallets in the future and to invoice them accordingly.

V. Delivery, delivery time, default of acceptance

1) Delivery times shall commence upon receipt of the order confirmation, but not before all commercial and technical questions have been clarified and due cooperation and advance performance obligations of the purchaser have been fulfilled.

2) Delivery times for goods to be delivered by us shall only be binding if this has been expressly agreed in writing. Delivery times will be extended in the event of force majeure or the occurrence of unforeseen hindrances which we cannot avoid despite taking reasonable care according to the circumstances of the individual case, such as in particular industrial action, official measures at home or abroad through no fault of our own, power failures through no fault of our own, delays in the delivery of essential raw materials through no fault of our own, operational disruptions or operational restrictions at suppliers through no fault of our own, but also in the event of a significant change in the ordering behaviour in terms of volume and structure, shall be suspended in individual cases for the duration of the hindrance, irrespective of where the hindrance occurred. In case of impossibility, we shall be released from our obligation to perform. Our purchaser shall only be entitled to claim damages for this reason in those cases in which we are guilty of intent or gross negligence.

3) In the event of force majeure or the occurrence of the obstacles described above, we shall be entitled to postpone deliveries for the duration of the force majeure circumstance and the corresponding start-up time or, if the force majeure circumstance actually or foreseeably lasts for more than 4 weeks, to withdraw from this contract in whole or in part with regard to the part of the contract not yet fulfilled. Force majeure is to be understood as pandemics and epidemics as well as officially ordered quarantine measures, strikes, blockades or unforeseeable circumstances, such as, for example, operational obstacles, plant closures, border closures and other travel restrictions, lack of means of transport and lack of raw materials and energy, for which neither of the parties is responsible and which, despite reasonable efforts, make it impossible for us to carry out the deliveries on time. This also applies to situations where the aforementioned obstacles occur during a delay with a delivery or a delay on the part of a subcontractor. We are obliged to inform the purchaser without unnecessary delay about circumstances of force majeure as defined above. In this case, the purchaser can demand that we submit a statement within 2 weeks as to whether we wish to withdraw from the contract or make the delivery on a different date. If we do not submit such a declaration, the purchaser may withdraw from this contract within the scope of the part of the contract not yet fulfilled.

4) Unless unreasonable or disproportionate, we shall be entitled to make partial, excess or early deliveries. In particular, we are entitled to increase or reduce the ordered goods to a reasonable extent to entire delivery units.

5) The delivery is subject to the reservation of timely and proper self-supply, unless we have culpably caused the non-supply.

6) The delivery time shall be deemed to have been met if the goods are kept ready at the place specified in the order confirmation until its expiry.

7) If our purchaser is in default of acceptance or violates other obligations to cooperate, our claim to the contractually agreed consideration shall remain unaffected (§ 326 para. 2 BGB (German Civil Code)). Damages and additional expenses resulting from the default of acceptance shall be borne by the purchaser in default of acceptance. The risk of accidental loss or accidental deterioration shall pass at the time of default of acceptance.

VI. Warranty and liability

1) In accordance with § 377 para. 1 of the HGB (German Commercial Code), the purchaser is obliged to examine the goods received immediately after delivery by us, within a period of 3 working days, and to notify us immediately by app or e-mail of any defects that can be detected during a proper examination. The same applies similarly to hidden defects after their discovery by the purchaser. If this notification is omitted, the goods shall be deemed approved.

2) Any claims for defects on the part of the purchaser are subject to the precondition that the purchaser has duly complied with the duties of examination and notification of defects incumbent on him under § 377 HGB and has notified us of any defects by app or e-mail, stating all available data and sample items as well as photos or video recordings, and in compliance with the further requirements specified in the current quality and processing guidelines with regard to notification of defects.

3) The purchaser must check the invoices for correctness and report any discrepancies to us by app or e-mail within 1 week of the invoice date.

4) Offsetting letters regarding the allocation of payments and invoices are to be checked for correctness by the purchaser within 2 weeks. Details of discrepancies must be reported to us within 2 weeks of receipt of the relevant letter.

5) Recognisable transport damage or faulty or damaged packages must be noted on the consignment note and documented photographically, countersigned by the driver, and a copy sent to the respective account manager by app or e-mail. In order for damages to be acknowledged, the purchaser is obliged to send photos of damaged products via app or e-mail. A copy of this form must be sent to us via app or e-mail by the purchaser within two working days of receipt of the goods.

6) After expiry of the aforementioned deadlines or in the event of non-compliance with the prescribed forms and methods of transmission, the purchaser is excluded with any objections. The same shall apply if transport and other damage not identifiable in the course of a normal incoming goods inspection is not reported immediately in the appropriate manner (as described in the previous section 5).

7) The limitation period for warranty claims shall be governed by the statutory provisions (§ 438 BGB).

8) In the event that our services are defective, we shall be free to offer the purchaser, at our discretion, replacement delivery or rectification of defects (§ 439 BGB). The same applies to replacement deliveries and rectification of defects as for the original object of performance. In the event of rectification of defects, we shall not bear the additional costs associated with the fact that the delivery item was taken to a place other than the place of performance. If we are not prepared or not in a position to make a replacement delivery or remedy the defect, or if such remedy ultimately fails, the purchaser shall be entitled, at his discretion, either to withdraw from the contract (§§ 437, 440, 323, 326 BGB) or to reduce the purchase price (§§ 437, 441 BGB).

9) No warranty shall be assumed in the event of non-compliance with the manufacturer's applicable processing guidelines, in particular in the event of unsuitable or improper use, use of non-approved additional components/trade goods, improper processing, incorrect assembly or commissioning by the purchaser or third parties, natural wear and tear, incorrect or negligent handling or storage, improper maintenance and care, unsuitable operating materials, chemical, electrochemical or electrical influence. The same applies to changes in product properties that are (partly) caused by climatic or environmental influences. We are entitled at any time to inspect compliance with the proper storage conditions as well as compliance with our respective valid processing guidelines on site at the purchaser's premises. In case of non-compliance with the processing guidelines, we have the right to extraordinary termination.

10) The warranty does not apply if the purchaser modifies the delivery item or has it modified by a third party without our consent and the elimination of the defect becomes impossible or unreasonably difficult. In any case, the purchaser must bear the additional costs arising from the change.

11) Further claims, in particular those for compensation for direct or indirect damages, irrespective of the legal basis, shall be excluded in the event of a breach of secondary contractual obligations, unless we are guilty of intent or gross negligence. In any case, our liability for consequential damages shall be limited to the extent usually foreseeable upon conclusion of the contract. Insofar as our liability is excluded or limited, this also applies to the personal liability of any vicarious agents. If we have negligently breached a material contractual obligation, our liability to pay compensation for personal injury, property damage and financial losses shall be limited to the amount covered by our business liability/product liability insurance. The sum insured for business and product liability is € 1 million per insured event for personal injury and property damage. The following are insured within the scope of this sum - Financial losses EUR 100,000 per insured event.

- Extended product liability insurance € 1 million per insured event.

Upon request, we shall grant our purchaser access to our policies.

12) The above limitations and exclusions do not apply to liability for intentional conduct, for guaranteed characteristics, for injury to life, body or health or according to the ProdHaftG (German Product Liability Act) or other mandatory legal regulations.

VII. Technical application notes

All details and information about the suitability and application of the object of performance are non-binding and do not release our purchaser from the obligation to carry out his own tests and trials. These are indispensable in view of the variety of conceivable uses of a product and due to the particular circumstances of our purchasers. Even if we provide technical application support, the purchaser bears the risk of the success and technical/economic usability of his work, unless we provide advice or similar services against separate payment. Our purchaser is himself responsible for compliance with statutory and official regulations when using our deliveries and services.

VIII. Trademarks, property rights and confidentiality

1) The purchaser shall treat all contents of the contract, in particular prices and discounts, know-how and other business secrets as strictly confidential and shall not divulge or make available any information, documentation, drawings or other records to third parties without our express written consent. This shall not apply if these contents are publicly known without any breach of confidentiality.

2) The use of the trademarks belonging to Salamander shall require the conclusion of a corresponding written licence agreement with Salamander.

3) The purchaser may not alter the trademarks or misuse them in any other way and may not transfer them to third parties. In addition, he may not use any other trademarks, corporate signs, signs, logos or images where there is a risk of confusion with our trademarks. The purchaser shall notify us immediately of any unauthorised use of the trademarks by third parties which he discovers.

4) With the delivery of our products we do not assume any warranty for use without protection. Even if we accept delivery according to information, drawings, models or samples provided to us by the purchaser, the purchaser shall guarantee that the manufacture and delivery of these articles does not infringe the property rights of third parties. If we are prohibited by a third party with reference to an industrial property right from manufacturing and delivering items which are produced according to the purchaser's specifications, drawings, models or samples, we are entitled - without being obliged to check the legal situation - to stop manufacturing and delivering and to demand reimbursement of the costs incurred from the purchaser to the exclusion of all claims for damages by the purchaser. The purchaser shall undertake to indemnify us immediately against licence and damage claims of third parties. For all direct and indirect damages and claims arising from the infringement and assertion of any property rights, the purchaser must pay an appropriate advance at our instigation. We have the exclusive right to manufacture all profiles and other products manufactured according to concept designs, drawings and/or tools developed by us. Limitation or production by the purchaser or third parties shall only be permitted with our express consent.

IX. Retention of title

1) Our deliveries and services shall remain our property until full payment of all claims including all subsidiary claims. Should our purchaser act in breach of contract, in particular in the event of default in payment, we shall be entitled to demand the return of our deliveries and services. Taking back the goods shall not constitute a withdrawal from the contract, unless we have expressly declared this. The seizure of our deliveries and services shall always constitute a withdrawal from the contract. After taking back our deliveries and services, we shall be entitled to exploit them. The proceeds of sale less reasonable costs of sale shall be credited.

2) Our purchaser shall not be entitled to pledge the goods subject to retention of title before final payment has been made, to assign them as security to third parties or to encumber them in any other way with the rights of third parties. In the event of seizures or other interventions by third parties, our purchaser must inform us immediately in writing so that we can take legal action in accordance with § 771 ZPO (German Code of Civil Procedure). Insofar as the third party is not in a position to reimburse us for the judicial and extrajudicial costs of an action in accordance with § 771 ZPO, our purchaser shall be liable for the loss incurred by us.

3) The purchaser shall be entitled to further process and sell our reserved services in the ordinary course of business. However, he hereby assigns to us all claims in the amount of our final invoice amount including value-added tax which accrue to him from the resale against his customers or third parties, irrespective of whether the items delivered under retention of title have been resold without or after processing, mixing or other transformation. We accept this assignment. The purchaser remains authorised to collect his claims on customers even after the assignment. Our authority to collect the claim ourselves shall remain unaffected by this. However, we shall undertake not to collect the claim as long as the purchaser meets his payment obligations from the proceeds received, is not in default of payment and, in particular, no application for the opening of insolvency proceedings has been filed or payments have been suspended. However, if one of the above circumstances occurs, we can demand that the purchaser informs us of the assigned claims and their debtors and provides us with all information necessary for collection, as well as hands over the relevant documents and discloses the assignment to us to the debtors.

4) The purchaser shall also assign to us the claims to secure our claims against him, which accrue to him against a third party through a combination of our items delivered under reservation of title with a property. We accept this assignment.

5) We shall be obliged to release the securities to which we are entitled at the request of the purchaser to the extent that the value of the securities exceeds our claims to be secured by more than 20%. The selection of the securities to be released shall be at our discretion.

X. Export right

Our deliveries are subject to the proviso that any necessary export/import licences are granted or that the delivery is not hindered by any other hindrances due to export/import or shipment regulations to be observed by us as exporter/importer/transferor. The purchaser shall be liable for this.

XI. Set-off and retention rights

We are entitled to set-off and retention rights to the extent permitted by law. For the rest, set-offs can only be declared and rights of retention can only be exercised with counterclaims that are legally established, undisputed or recognised by us.

XII. Data protection

1) The necessary personal data of the purchaser will be collected, processed and used for the processing of the order with us. The purchaser shall expressly agree to this collection, processing and use of personal data for the purpose of fulfilling the purchase contract and to protect our legitimate interests. The purchaser may revoke this consent at any time (Art. 21 GDPR).

2) All data processing operations are carried out in compliance with the General Data Protection Regulation (Art. 6 para. 1b GDPR). We use certain technical and organisational measures to protect the purchaser's data stored by us from loss, access or manipulation by unauthorised persons. If the purchaser makes use of his right to delete the data, all data which does not have to be kept expressly by law will be deleted immediately. The purchaser will be informed of the measures taken as soon as possible.

3) The purchaser's address and contact details may be passed on to the transport service provider commissioned with the delivery, insofar as this is absolutely necessary for delivery. In any case, only the absolutely necessary data will be transmitted (data minimisation). If necessary, our EDP service companies may have access to the personal data of the purchaser; these ensure contractually regulated reliable handling of the purchaser's personal data.

4) For detailed information on data protection and your rights as a data subject, please refer to the data protection information on our homepage at www.salamander-windows.com.

5) You may reach our data protection officer via datenschutz@sip.de or the following postal address: Quentia GmbH, Otto-Hahn-Str.2, D-86368 Gersthofen, Germany.

XIII. Final provisions

1) The place of performance for all obligations incumbent on us shall be the location of our registered office, unless otherwise agreed in writing in individual cases.

2) The exclusive place of jurisdiction for all types of disputes with purchasers who are registered traders, legal entities under public law or special funds under public law shall be the court responsible for our registered office. However, we shall also reserve the right to take legal action at the purchaser's place of business or residence or at any other place of jurisdiction that comes into consideration under applicable law.

3) The legal relationship with the purchaser shall be governed exclusively by the law of the Federal Republic of Germany, excluding the uniform law on the sale of goods and excluding the UN Convention on Contracts for the International Sale of Goods.

4) Should one of these provisions be or become invalid or unenforceable in whole or in part, this shall not affect the validity of the remaining provisions. The invalid or unenforceable provision shall be replaced by a provision which comes as close as possible to the economic and legal purpose or sense of the invalid or unenforceable provision(s).