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General Terms and Conditions of Sale and Delivery

§ 1 Validity and Enforceability of the Terms and Conditions

(1) These General Terms and Conditions of Sale and Delivery shall apply to all business relationships between our company and its customers. They shall only apply if the customer is an entrepreneur (in the sense of § 14 German Civil Code (*BGB*)), a legal person under public law or a special fund under public law.

(2) These General Terms and Conditions of Sale and Delivery shall apply to contracts concerning the sale and/or the delivery of moveable objects (hereinafter referred to as "goods"), irrespective of whether such goods are produced by ourselves or purchased by us from component suppliers (§§ 433, 651 *BGB*). Unless otherwise agreed upon, these General Terms and Conditions of Sale and Delivery shall also apply in their respective version applicable at the time of the customer placing the order, or in any case in its most recent version submitted in text form, as framework agreement for similar future contracts, without us having to refer to these again in each individual case.

(3) Our General Terms and Conditions of Sale and Delivery shall apply exclusively. Any deviating, contrary or supplementary General Terms and Conditions of Business of the customer shall only become a part of the contract if and to the extent that we have explicitly approved their validity. This requirement for consent shall apply in any event, even if, for example, with the knowledge of the General Terms and Conditions of Business of the customer we execute delivery to it without reservation.

(4) Individual agreements concluded with the customer in individual cases (including collateral agreements, supplements and amendments) shall in all cases have precedence over these General Terms and Conditions of Sale and Delivery. In the absence of proof to the contrary, a written contract or our written confirmation shall be decisive for the contents of such agreements.

(5) Any legally relevant declarations and notifications that the customer is obliged to make to us after conclusion of the contract (e.g. setting of deadlines, notification of defects, declaration of cancellation or reduction), require the written form in order to be valid.

(6) Any references to the validity of statutory regulations shall be for the purpose of clarification only. Therefore, the statutory regulations shall apply even without such clarification, unless they are modified directly or explicitly excluded by these General Terms and Conditions of Sale and Delivery.

§ 2 Offer and Conclusion / Subsequent Modifications / Performance by Third Parties

(1) Our offers are without obligation and non-binding. Drawings, illustrations, dimensions, weights and other performance data shall only be binding to the extent that they are included in the technical product description. We shall reserve the ownership- and copyrights to these and all other documents - also in electronic form. Before passing these on to any third parties, the customer requires our express written consent. Upon our request, the customer shall be obliged to return said documents to us free of charge if the contract does not materialise.

(2) The order of the goods by the customer is deemed a binding contractual offer. Unless otherwise stated in the order, we shall be entitled to accept this contractual offer within 5 working days after its receipt by us.

(3) Acceptance can either be declared in writing (e.g. by order confirmation) or by delivery of the goods to the customer.

Mounting Systems GmbH
Mittenwalder Straße 9a
D 15834 Rangsdorf
Tel. +49 33 708 529-100

Amtsgericht Potsdam
HRB 27464 P
USt-IdNr. DE263288414

Commerzbank AG
Potsdam
SWIFT
COBADEFFXXX

Sparkasse Bremen AG
Bremen
SWIFT
SBREDE22XXX

Mittelbrandenburgische Sparkasse
Potsdam
SWIFT
WELADED1PMB

www.mounting-systems.com
info@mounting-systems.com

Geschäftsführer:
Marcel Merten

IBAN
DE45 1604 0000 0104 0872 00DE27 2905 0101 0001 0804 23DE90 1605 0000 1000 8377 57



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(4) The basis of our offers are the structural and technical requirements that the customer has informed us of, including the details in our offer. If following conclusion of the contract it should be established that the details or the structural and technical requirements which the contract is based on do not correspond with the actual circumstances and requirements, we shall inform the customer about this without delay and shall point out any potential adjustment options, as well as any ensuing additional costs.

(5) In the event that, after the conclusion of the contract, a performance not foreseen in the contract is requested by the customer, or if the changes to the contractually agreed purpose as requested by the customer or any other requests by the customer alter the basis for pricing of a service outlined in the contract, a new price shall be agreed.

(6) We shall also be entitled to have the contractually agreed services performed by third parties.

§ 3 Customer's Obligation to Cooperate

(1) Prior to conclusion of the contract, the customer must make available to us the documents and information requested in the technical planning aid to be provided by us.

(2) For all documents, objects and the like made available to us for the purpose of the delivery of goods or performance of services, the customer shall be liable to ensure that the property rights of third parties are not infringed. We shall inform the customer of any third party rights that we are aware of. The customer shall indemnify us against third party claims and, if applicable, compensate any damage caused to us. If any third party by invoking a protective right of such third party should prohibit us to perform, produce or deliver, we shall be entitled – without being required to review the merits of the case – to stop the work and demand that our expenditure be reimbursed. Any documents, objects and the like submitted to us that do not result in materialisation of the contract shall be returned upon request against reimbursement of any expenses. We shall otherwise be entitled to destroy them 3 months after submission of the offer.

(3) The customer shall inform us at the latest on the day of the conclusion of the contract of the name of an employee of the customer who will act as our point of contact. This employee shall hold sufficient authority and executive powers and throughout the course of the project be available during normal business hours to answer questions, coordinate with us and agree any changed or additional performance.

(4) If pursuant to the terms of the contract we are obligated to make deliveries and render services up to the site or on location at the site, the customer shall have the following obligations to cooperate:

- The customer shall ensure that access to the site is granted to our employees or employees of any third parties commissioned by us.
- If it has been agreed that unloading of the goods is carried out by us, the precondition for this is that the customer shall make available to us a suitable and large enough storage location directly on site, with the result that during the whole construction period no relocation will be necessary. If nevertheless a relocation should take place, the customer shall bear the sole risk for such relocation.

(5) In the event that the customer has violated duties to cooperate and as a result of this changes with respect to the scope of the delivery and services shall be necessary, which the client has agreed to or has subsequently authorised, we shall be entitled to charge these additional costs to the customer using the basis of calculation in the contract. We shall also be entitled to charge the customer for the additional costs incurred as a result of the violation of the obligation to cooperate or such costs that are caused by the extended delivery period and/or performance period (e.g. personnel costs during arising waiting times, costs incurred in connection with repeated journeys, travel expenses).

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SWIFT
SBREDE22XXX

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Potsdam
SWIFT
WELADED1PMB

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IBAN
DE45 1604 0000 0104 0872 00DE27 2905 0101 0001 0804 23DE90 1605 0000 1000 8377 57



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§ 4 Prices and Terms of Payment

(1) Unless otherwise agreed in an individual case, the applicable prices shall be our current prices FCA (D-15834 Rangsdorf) according to Incoterms 2020 that are valid at the time of contract conclusion, including packaging.

(2) The deduction of any early payment discount shall require separate written agreement.

(3) Unless otherwise agreed in an individual case, the purchase price shall be due to be paid within 14 days from date of invoice and delivery. We shall, however, even within the framework of an ongoing business relationship be entitled to execute deliveries in part or in full only against advance payment. Such reservation shall be communicated by us to the client with the confirmation of the order at the latest.

(4) However, we are entitled at any time, also related to an ongoing business relationship, to make a delivery in whole or in part only against advance payment. We shall declare a corresponding reservation at the latest with the order confirmation. Furthermore, we are entitled to demand advance payment for orders already confirmed if the customer is in default with other payment obligations already due.

(5) The customer shall be in default with the expiry of the aforementioned payment deadline. Interest is to be paid on the purchase price at the respective applicable statutory interest rate for default during the period of default. We shall reserve the right to assert further damages on default. Our claim for commercial maturity interest against merchants (§ 353 HGB) shall remain unaffected.

(6) The customer shall only be entitled to rights to offset or retention to the extent that such entitlements have been finally adjudicated or are undisputed. The customer shall be entitled to exercise a right of retention of payment only insofar as such counterclaim is based on the same contractual relationship. In case of defects to the delivery, the customer's counter claims and in particular those pursuant to § 9 para. 8 clause 2 of these General Terms and Conditions of Sale and Delivery shall remain unaffected.

(7) If after conclusion of the contract there are indications (e.g. on grounds of an application for the initiation of insolvency proceedings, the opening of such proceedings, if the customer is considered as unworthy of credit, in the event of a discontinuance of the business operation of the customer) that our entitlement to the purchase price is at risk due to insufficient ability of the customer to pay, we shall be entitled to refuse performance according to the statutory provisions and – if applicable after setting a deadline – to withdraw from the contract (§ 321 BGB). In case of contracts concerning the production of unreasonable objects (individual productions) we may declare the withdrawal immediately; the statutory regulations regarding the dispensability of the setting of a deadline shall remain unaffected. In case of permanent supply contracts, the right of withdrawal shall be replaced by the right of extraordinary termination without notice.

§ 5 Time of Delivery and Performance

(1) The delivery time shall be agreed upon individually and/or shall be indicated by us upon acceptance of the purchase order. Delivery dates shall only be deemed binding if confirmed as binding by us in writing. In all other respects, the stated delivery times are expected delivery dates.

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Commerzbank AG
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SWIFT
COBADEFFXXX

Sparkasse Bremen AG
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(2) If and to the extent that we are unable to observe binding delivery deadlines for reasons beyond our responsibility (non-availability of the service), we shall immediately notify the customer thereof and at the same time inform the customer of the expected, new delivery deadline. In the event that the service should not be available even within the new delivery period, we shall be entitled to withdraw from the contract either in whole or in part; we shall immediately reimburse the customer for any counter-performance already rendered. Such unavailability of services within the meaning of this clause shall be deemed to exist in particular if our suppliers fail to supply us in a timely manner, if we have concluded a congruent hedging transaction, if neither our company nor our suppliers are responsible or if in the individual case we are under no obligation of procurement. Unavailability of services shall also exist in the event of delays in delivery and/or performance due to force majeure and due to circumstances making the delivery substantially more difficult or impossible on a more than temporary basis - this shall include in particular strike, lockout, official orders, pandemics, sanctions, global supply chain crisis, war or crisis etc., including those which occur at our suppliers or their sub-suppliers or other third parties commissioned by us to fulfil our contractual obligations.

(3) In the event that the unavailability of services lasts longer than three months, the customer shall be entitled to withdraw from the contract with regard to the unfulfilled part. No claims for damages may be asserted by the client arising from the extension of the delivery- or performance period or a justified withdrawal on our part due the unavailability of services.

(4) We shall be entitled to make partial deliveries and render partial services at any time, unless such partial delivery or rendering of partial services is not reasonable to the customer.

(5) Compliance with delivery- and service deadlines by us is subject to the timely and orderly fulfilment of the obligations of the customer. If the customer violates its obligations to cooperate and as a result we are hindered in executing deliveries or performing services, the agreed delivery and/or performance period shall be extended in accordance with the duration of the hindrance, plus a reasonable restart period.

(6) The rights of the customer pursuant to § 11 of these General Terms and Conditions of Sale and Delivery and our statutory rights, in particular in the event of exclusion of our performance obligation (e.g. due to impossibility or unreasonableness of performance and/or supplementary performance) shall remain unaffected.

§ 6 Passing of Risk, Acceptance, Delay in Acceptance

(1) Unless otherwise agreed in an individual case, risk shall pass upon delivery FCA (D-15834 Rangsdorf) according to Incoterms 2020. If dispatch is delayed at the customer's request, the risk shall pass to the customer upon the notification of readiness for dispatch.

(2) Insofar as an acceptance has been agreed, this shall be decisive for the passing of risk. Furthermore, the statutory provisions of the law governing contracts for work and services shall also apply accordingly to an agreed acceptance. In the event that the customer fails to accept in good time, this shall be deemed equivalent to delivery or acceptance.

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(3) If the customer is in default of acceptance, if it fails to provide an act of assistance or if our delivery should be delayed for other reasons for which the customer is responsible, we shall be entitled to request compensation for any arising damages including additional expenditures (e.g. costs for storage). For this purpose, we shall charge a lump sum compensation in the amount of 0.5% of the net price (value of the delivery) for each completed calendar week of delay, but in total no more than 5 % of the delivery value of the non-accepted goods, beginning with the delivery period or – in the absence of a delivery period – with the notification that the goods are ready for dispatch. This shall not affect our right to provide evidence of a higher amount of damages, nor shall it affect our statutory claims (in particular reimbursement of additional expenditures, reasonable compensation, termination); such lump sum shall, however, be taken into account in case of any further monetary claims. The customer shall remain entitled to prove that no damage has been incurred by us at all, or that it is considerably less than the aforementioned lump sum.

§ 7 Retention of Title

(1) We shall reserve the right to the property of the sold goods until the full payment of all of our current and future claims arising from the purchase contract and a current business relationship (secured claims).

(2) The goods subject to retention of title may neither be given in pledge to any third parties, nor assigned as collateral security prior to full payment of the secured claims. The customer must inform us in writing immediately if and when an application has been filed for the initiation of insolvency proceedings or insofar as any third parties exercise rights (e.g. pledges) relating to the goods that are our property.

(3) In case of conduct of the customer which is in breach of the contract, in particular in the event of non-payment of the due purchase price, we shall be entitled to rescind the contract in accordance with the statutory provisions and to demand return of the goods on the basis of the retention of title and rescission. If the customer fails to pay the due purchase price, we may however only assert these rights if we have previously, unsuccessfully set the customer a reasonable deadline for payment or if the setting of such deadline can be waived under the statutory provisions.

(4) The customer shall be permitted subject to revocation set out below in (c) to resell and/or further process the goods which are subject to retention of title in the ordinary course of business. In such case, the following provisions shall apply in addition.

(a) Retention of title shall extend to any products in their full value that are the result of further processing, mixing or combining our goods, whereby we shall be deemed to be the manufacturer of any such product. If the ownership rights of any third parties should continue to exist with a processing, mixing or combination with goods of such third parties, we shall acquire co-ownership in such proportion as corresponds to the invoice value of the processed, mixed or combined goods. Furthermore, the same applies for the resulting product as for the supplied goods which are subject to retention of title. The customer shall store our co-title property free of charge with the care of a prudent merchant.

(b) The customer hereby now already assigns to us as collateral security any claims against third parties arising from the resale of the goods or products in their full amount or to the extent of our possible co-ownership share in accordance with the aforementioned paragraph. The obligations of the customer stated in para. 2 shall also apply in respect of the assigned claims.

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(c) The customer shall remain authorised, apart from us, to collect the claim. We undertake to refrain from any collection of such claims for as long as the customer fulfils its payment obligations towards us, there is no other deficiency in its performance capacity, and we do not assert retention of title by exercising one of the rights stipulated in para. 3. In the event, however, that any of the aforementioned circumstances should occur, we may request that the customer informs us of all assigned claims and the corresponding debtors, provides us with all the information necessary for purposes of collection, hands over any relevant documents relating thereto and notifies the debtors (third parties) of the assignment of those claims. Furthermore, in such case we shall be entitled to revoke the customer's right to resale and further processing of the goods which are subject to retention of title.

(d) If the realisable value of collateral securities should exceed our claim by more than 10%, we shall release, upon request of the customer, securities of our own choosing.

(5) The customer shall be obligated to handle the goods with good care and to properly store the goods (in particular weather- and theft proof), as well as to insure the goods at its own expense against fire, water, theft and vandalism, with the insured sum being adequate to cover the replacement value.

§ 8 Export- and Embargo Regulations

(1) All deliveries and services rendered by us are subject to the condition that the fulfilment is not prevented by any impediments arising out of national or international foreign trade and customs requirements, in particular by embargoes or other sanctions. The customer undertakes to furnish all the necessary information and documents required for export or transfer. Any delays due to export checks or licensing procedures shall render any deadlines and delivery dates invalid. In the event that the necessary approvals or authorisation are not granted, and/or if the delivery or service is not acceptable, the contract shall be deemed not concluded with regard to the affected parts.

(2) We shall be entitled to terminate the contract without notice, if such termination is required in order to comply with the national and international legal regulations. In case of termination, claims for damages of the customer or the assertion of other rights shall be excluded.

(3) In the event of a transfer of the goods delivered by us or services rendered by us including any related documents to any third parties at home or abroad, and irrespective of where/how they are made available or rendered, the customer undertakes to comply with the applicable regulations under the national and international (re-) export control law.

§ 9 Liability for Defects

(1) Unless otherwise provided for in the following, the customer's rights in respect of defects in quality or title (including false and shortfall in deliveries as well as improper assembly or faulty assembly instructions) shall be governed by the statutory provisions. The statutory provisions on final deliveries of products to a consumer shall in any case remain unaffected (recourse against supplier according to §§ 478, 479 BGB).

(2) Our liability for defects shall primarily be based on the specification of goods that has been agreed with the customer. Such a specification of goods shall be considered to have been agreed only where technical product descriptions have been provided to the customer prior to its purchase order or have been incorporated in the agreement in the same way as these General Terms and Conditions of Sale and Delivery. We shall assume no liability for any representations made to the public by the customer or any other third parties (e.g. advertising statements).

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(3) Our liability for defects shall not apply to such deviations from the customary condition, which are insignificant for the value and the intended use. This also applies in particular, if delivered metal products show white or red rust in a manner and to an extent that does not allow the conclusion that the functionality / stability of the substructure is impaired as a result.

(4) The customer's warranty claims shall be subject to the condition that the customer has complied with its statutory obligations of examination and notification of defects (§§ 377, 381 German Commercial Code (*HGB*)). If goods or services are found to be defective during such examination or afterwards, we shall be immediately being notified of this in writing. Such notification shall be deemed immediate, if made within two weeks, with dispatch in due time being suffice to meet the deadline. Irrespective of such obligation of examination and notification, the customer shall notify in writing all apparent defects (including false and shortfall in deliveries) within two weeks after delivery. Also in this case, dispatch in due time shall suffice to meet the deadline, but at the latest before installation. In case of failure of the customer to properly examine and/or notify defects as required, our liability for any non-notified defects shall be excluded.

(5) Any claims for defects or damage of the deliveries made or services rendered by us caused by inappropriate use by the customer, a third party commissioned by the customer or when used in deviation from normal operating conditions shall be excluded. The same shall apply to any defects or damages as a result of excessive load or wear and tear as well as use of the deliveries and services outside its normal scope of use or beyond those provided for under the terms of contract. Furthermore, any defects or damage caused by improper installation, assembly or commencement of operation of the delivery items by the customer or any third parties commissioned by the customer, in particular by disregarding manufacturer specifications, shall not provide any grounds to put forward claims or warranty. The same shall apply to any defects or damage caused by lack of or improper maintenance (e.g. non-compliance with maintenance intervals as specified by the manufacturer and maintenance not performed by a qualified maintenance person). It shall be presumed, that damage is due to improper maintenance, if the Customer does not send us the documentation of the properly and regularly performed maintenance in each case without being requested to do so. Furthermore, if any defects or damage are caused where parts are replaced improperly by the customer or any third parties commissioned by the customer or if any defective consumable materials that do not meet the original specifications are used and as a result the functional capability of the items delivered by us is compromised, this shall not provide the grounds to put forward claims for warranty.

(6) In case of contract production, we shall have an obligation to examine the parts and material that we receive from the customer or a supplier commissioned by the customer only to that extent that a visual inspection of the supplies is conducted by us to exclude any external and evident defects and damages.

(7) If a delivered item is defective, we shall initially be free to choose whether to effect subsequent performance by removing the defect (rectification) or by delivering an item which is free of defects (replacement). Our right to refuse the chosen kind of subsequent performance which may be available according to statutory provisions shall remain unaffected. Subsequent performance obligations shall not apply in cases of cosmetic faults, i.e. minor deviations from the required quality of goods which are insignificant for the value and functional soundness of the item.

(8) We shall be entitled to require the customer to make payment of the purchase price as a precondition for effecting any subsequent performance owed by us. The customer shall, however, be entitled to withhold a fraction of the purchase price for the defective component, which is in reasonable proportion to the defect.

(9) The customer shall allow us such time and opportunity as is necessary to effect any subsequent performance owed by us, which shall particularly require the customer to deliver any goods claimed to be affected to us for purposes of examination. In case of replacement delivery, the customer shall return the defective item to us as provided by statutory provisions.

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SWIFT
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SWIFT
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Sparkasse Bremen AG
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SWIFT
SBREDE22XXX

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DE27 2905 0101 0001 0804 23

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Potsdam

SWIFT
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(10) Insofar as a defect actually exists, we shall bear any necessary expenses incurred for examination and subsequent performance, in particular costs of transport, travelling, work and materials. If, however, the customer's complaint turns out to be unjustified we shall be entitled to claim compensation from the customer for any expenses resulting therefrom (in particular costs for examination and transport), unless the absence of defect could not be detected by the customer.

(11) In urgent cases, e.g. where the operational safety is endangered or to avoid unreasonable greater damage, the customer shall be entitled to remedy any defects itself and to demand compensation from us for any expenses which were objectively necessary. The customer shall immediately have to notify us of, if possible prior to, any such fulfilment by itself. The right of self-remedy shall not apply if we would have been entitled to refuse corresponding subsequent performance in accordance with the statutory provisions.

(12) If subsequent performance has failed, or if a reasonable period for subsequent performance to be set by the customer has expired to no avail, or if such period was not required to be set according to statutory provisions, the customer may choose to withdraw from the contract or reduce the purchase price. The right to withdraw from the contract shall, however, be excluded in the case of minor defects.

(13) Claims of the customer for damages and/or for reimbursement of wasted expenditures shall only exist according to § 11; in all other respects, such claims shall be excluded.

§ 10 Special Rules of Liability regarding Calculations

(1) In cases where we have been appointed to make the following calculations

- profitability calculation
- wind load calculation
- calculation of electricity yield
- other yield calculations
- finance plan summaries
- sample calculations on tax matters

the following provisions shall apply.

(2) Provided that nothing to the contrary has been agreed in individual cases, any descriptions, information, parameters made available or communicated by the customer for the purpose of calculation services shall not be checked and/or reviewed by us. We shall point out to the customer any obvious errors in its descriptions, information or parameters; the customer shall, however, remain itself responsible for the descriptions, information and parameters he has provided as the basis of our calculation services.

(3) Any agreed calculation services to be rendered by us will be conducted to the best of our knowledge and belief, according to the recognised rules of technology and by using computer programs. The calculation will be based on the descriptions, information and parameters that the customer has made available as well as, usually, on a numeric simulation. Furthermore, the results depend on various parameters and factors which are partly based on past, published values, meaning that the calculation results can only constitute a prognosis for the future. For the aforementioned reasons, the constructed models unavoidably – even when applying care and diligence customary in this line of business – never fully reflect reality. This may lead to deviations between the calculation results thus determined and the actual characteristics/values of the examined items. The customer shall therefore carefully examine immediately upon receipt of the calculation the object data which the calculation is based on, e.g. alignment, inclination, information on possible shadowing etc., and in particular also the technical and economic feasibility and usability. We shall not assume responsibility for the realisation possibilities of the project or for the achievement of any other goals of the customer, unless otherwise agreed in writing in the individual case.

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(4) We shall reserve the right to correct clerical mistakes or errors in calculation.

(5) Unless otherwise provided for in the contract, we shall be entitled to have performance carried out by other equally qualified employees or external companies or freelancers in place of the persons named in the contract.

§ 11 Other Liability

(1) Unless otherwise provided for in these General Terms and Conditions of Sale and Delivery, including the following provisions, our liability for any breach of contractual and non-contractual duties shall be governed by the applicable statutory provisions.

(2) We shall be liable for damages – on whatever legal grounds – in case of intentional conduct and gross negligence. In case of simple negligence, we shall be subject to a lesser scope of liability in accordance with the statutory provisions (e.g. the diligence we exercise for our own matters) only be liable

- a) for damages arising from injury to life, body or health,
- b) for damages caused by a not insignificant breach of essential contractual obligations (the fulfilment of which is fundamental to the proper execution of the contract and may regularly and justifiably be relied upon by the customer); in such case, our liability shall, however, be limited to foreseeable damage typical of the contract. Liability for claims for compensation in cases of cosmetic faults, i.e. minor deviations from the required quality of goods which are insignificant for the value and functional soundness of the item, shall be excluded.

(3) The limitations of liability as set forth in para. 2 shall also apply in cases of breaches of duty by or in favour of persons for whose negligence we are liable in accordance with the legal provisions. They shall not apply in case of fraudulent concealment of defects by us or of any warranty given by us as to the quality of goods and claims of the customer under the Product Liability Act.

(4) In case of any breach of duty other than relating to defects, the customer shall only be entitled to withdraw from the contract or to terminate the contract if the breach occurred through our fault. Any rights of the customer to terminate the contract at any time and for any reason (in particular according to §§ 651, 649 BGB) shall be excluded. In addition, the statutory requirements and legal consequences shall apply.

(5) Liability for claims for compensation is excluded in the following cases – except in the case of intentional conduct:

- a) such deviations from the required quality of the goods which are insignificant for the value and functional soundness of the item; subject to the goods being in accordance with the applicable technical codes and standards;
- b) claims for consequential damages (e.g. loss of profits);
- c) non-compliance of the customer with its obligations according to § 377 HGB including any claims for reassembly if any defect could be seen before installation;
- d) inappropriate installation, maintenance or use of the goods by the customer, a third party commissioned by the customer or when used in deviation from normal operating conditions, in particular by disregarding our installation and maintenance instructions;
- e) damage because of incorrect or misleading technical or factual information by the customer to be provided according to the relevant contract;
- f) damage to the extent caused where parts are replaced improperly by the customer, or any third parties commissioned by the customer or if any defective consumable materials that do not meet the original specifications are used and as a result the functional capability of the goods delivered by us is compromised.

Mounting Systems GmbH
Mittenwalder Straße 9a
D 15834 Rangsdorf
Tel. +49 33 708 529-100

Amtsgericht Potsdam
HRB 27464 P
USt-IdNr. DE263288414

Commerzbank AG
Potsdam
SWIFT
COBADEFFXXX

Sparkasse Bremen AG
Bremen
SWIFT
SBREDE22XXX

Mittelbrandenburgische Sparkasse
Potsdam
SWIFT
WELADED1PMB

www.mounting-systems.com
info@mounting-systems.com

Geschäftsführer:
Marcel Merten

IBAN
DE45 1604 0000 0104 0872 00DE27 2905 0101 0001 0804 23DE90 1605 0000 1000 8377 57



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§ 12 Limitation Periods

(1) Notwithstanding § 438 para. 1 clause 3 BGB, any claims in respect of defect in quality or title shall be subject to a general limitation period of one year from the date of delivery. If performance is subject to acceptance, the period of limitation shall commence from the date of acceptance.

(2) However, if the goods are a building or an object which has been used for a building in accordance with its normal use and which has caused its defectiveness (construction material), according to the statutory regulations the period of limitation shall be 5 years from delivery (§ 438 para. 1 clause 2 BGB). Any special statutory provisions governing limitation shall remain unaffected (in particular § 438 para. 1 clause 1, para. 3, §§ 444, 479 BGB).

(3) The aforementioned limitations under statutory sales law shall also apply to any contractual and non-contractual claims for damages by the customer arising from defects in goods, unless, in the particular case, the application of the general statutory limitation period (§§ 195, 199 BGB) should result in a shorter limitation period. The customer's claims for damages under § 11 para. 2 clause 1 and clause 2 (a) as well as provided under the Product Liability Act shall be exclusively subject to the statutory limitation periods.

§ 13 Construction Modifications

We shall reserve the right to effect reasonable alterations to construction at any time, in particular in order to comply with the current technical rules; we shall, however, not be obligated to effect any such modifications to products that have already been delivered by us.

§ 14 Software Usage

If software is included in the scope of delivery, the customer shall be granted a non-exclusive and non-transferable right to use the software delivered including any related documentation; it shall be provided exclusively for use on the delivery item. Use, reproduction, revision, translation of the software as well as a conversion of the object code into source code for other purposes shall not be permitted. We remain the owner of the Software and source code in any case.

§ 15 Assignment

(1) The customer may only assign its rights under the contract subject to our prior written consent.

(2) We are entitled to assign payment claims against the customer to third parties.

§ 16 Final Provisions

(1) The customer commits itself to deem as business secrets all details that are not obvious, commercial and technical, which become known to the customer in connection with the business relationship and to only make these accessible to any third party subject to the express consent by us. The confidentiality obligation shall also continue to apply after execution of the contract.

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Commerzbank AG
Potsdam
SWIFT
COBADEFFXXX

Sparkasse Bremen AG
Bremen
SWIFT
SBREDE22XXX

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(2) The language of the contract shall be German. Should there be differences of any kind between the foreign-language version and the German version, the German version shall prevail.

(3) These General Terms and Conditions of Sale and Delivery and the contractual relationship between us and the customer shall be governed by the laws of the Federal Republic of Germany, to the exclusion of any international uniform law, in particular the United Nations Convention on Contracts for the International Sale of Goods. For the interpretation of trade terms, Incoterms 2020 shall apply.

(4) If the customer is a merchant, a legal person under public law or a special fund under public law, the exclusive – and international – place of jurisdiction for any disputes arising directly or indirectly from the contractual relationship shall at our discretion be Berlin or the registered office of the customer, for actions of the customer the place of jurisdiction shall be Berlin. The same shall apply if the customer is an entrepreneur as defined by § 14 BGB. Overriding mandatory provisions of the law, in particular exclusive jurisdiction, shall remain unaffected. If, according to overriding statutory provisions, proceedings have to be conducted outside Germany, the customer shall bear all fees, costs and expenses incurred by us in connection with a legal action successfully brought against him.

(5) Should individual provisions in these General Terms and Conditions of Sale and Delivery or within the framework of other agreements be or become ineffective, this shall not affect the validity of any of the remaining provisions or agreements. In case of an ineffective provision, it shall be deemed replaced by the provision which best reflects the parties' intent and the economic purpose of the contract.

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