

I. Scope of application

1. a) The following General Terms and Conditions apply to all business transactions between Proline Systems GmbH and its customers, who are entrepreneurs.

b) Entrepreneurs as defined by these General Terms and Conditions are natural or legal persons, public corporations, special funds under public law or partnerships with legal capacity who, when concluding a legal transaction, perform their commercial or self-employed professional activities.

c) These GTC also apply to all future business transactions between Proline Systems GmbH and its aforementioned customers, insofar as it concerns legal transactions of a similar nature and the GTC have been brought to the Customer's attention in writing.

2. The Purchaser's own terms and conditions are expressly rejected at this point, also for future transactions. Accordingly, the General Terms and Conditions of Proline Systems GmbH shall apply exclusively. This shall also apply even if the Customer refers to its own deviating terms and conditions in a letter of confirmation. For future transactions, however, this shall only apply after these GTC have been brought to the Customer's attention in writing.

3. Deviating agreements shall only be binding after their express confirmation by Proline Systems GmbH. Such deviations shall apply exclusively to the transaction for which they have been agreed.

II. Conclusion of the Contract

1. The presentation of goods in our customer portal only constitutes an invitation to customers to make an offer to conclude a contract themselves. By clicking on the "Purchase" button the Customer issues such a binding offer. The Customer receives a confirmation of receipt automatically; however, this does not constitute acceptance of the offer. Acceptance occurs only with receipt of an order confirmation or when the goods are sent. This shall apply in the same way to orders received by employees of Proline Systems GmbH – regardless of the means of transmission.

2. Due to technical progress, changes in production and changes in the work processes in our suppliers' production, there may be technical changes to the goods we deliver. We reserve the right to make such changes insofar as they only constitute an insignificant technical deviation from the ordered goods which is reasonable for the Customer, taking into account our interests in the change.

3. Information, advice or recommendations, also by our employees, are given to the best of our knowledge and belief; however, unless expressly agreed otherwise, they are non-binding and without guarantee or liability. Due to the diversity of applications, structural situations and installation conditions, not all varieties and possible uses can be checked in advance. Furthermore, the products supplied or offered also interact with a large number of different building materials and installation components. The information we provide does not release the contractual partners from the obligation to question the respective application and installation situation of the products supplied and/or requested, to check the permanent functional capability of the products, measured against the respective intended use, and to ensure the intended function during installation and in the subsequent installation state with appropriate caution, if necessary also by means of a prior installation test.

III. Prices

1. The agreed prices are quoted in EUR (euro) and – unless otherwise agreed – apply net ex our works in Boppard, without installation or other ancillary services included. Any necessary delivery, transport or packaging costs as well as the value added tax and import and export duties applicable at the time of invoicing shall be added. In the case of repeat orders, the prices of the first order shall only apply after separate agreement. If the parties have not reached an agreement on the remuneration of a service of Proline Systems GmbH, the provision of which the Customer could only expect according to the circumstances in return for remuneration, the Customer shall pay the remuneration generally customary with us for this service.

2. Unless an express fixed price agreement has been made, we reserve the right to make reasonable price increases due to changes in wage, material or distribution costs for such deliveries which take place four (4) months or later after conclusion of the Contract. In the case of orders on call, the period between the order and the call shall be authoritative for the calculation of this period.

IV. Delivery

1. We shall endeavour to comply with the expected performance and delivery deadlines stated by us. However, in the absence of an express agreement to the contrary, our information is deemed to be non-binding only. Furthermore, compliance with performance or delivery deadlines shall be subject to timely, sufficient and proper self-supply by our upstream suppliers. This shall only apply in the event that we are not responsible for the non-delivery, in particular in the event of the conclusion of a congruent hedging transaction with our supplier. The Customer shall be informed immediately of the non-availability of the service. The consideration shall be refunded without delay.

2. Significant changes to the order shall result in the cancellation of agreed dates and deadlines, unless a new date has been agreed in writing. This shall also apply if the changes are withdrawn again. The Purchaser shall bear the costs incurred as a result of the request for changes.

3. Delivery and performance deadlines shall be extended by a reasonable period in the event of force majeure (e.g. strike or lockout of suppliers).

4. Unless otherwise agreed, the notification of readiness for dispatch shall be authoritative for compliance with binding delivery deadlines. If delivery is delayed as a result of circumstances for which the Purchaser is responsible, the storage costs incurred by Proline Systems GmbH or third parties shall be charged to the Purchaser after a period of fourteen (14) days from notification of readiness for dispatch. At the same time, the storage risk shall pass to the Purchaser. After a reasonable period of grace has expired without results, we shall be entitled to otherwise dispose of the delivery item and to supply the Purchaser with a reasonable extension of the deadline. If, after notification of readiness, the Purchaser fails to accept the goods or provide the shipping address for more than two weeks, Proline Systems GmbH

shall be entitled, at its discretion, to withdraw from the Contract or to claim damages instead of performance at the rate of twenty-five percent (25%) of the agreed price of the goods plus the applicable value added tax after having granted a grace period of two (2) weeks.

5. Shipping shall be carried out at our best discretion and – unless otherwise agreed – without guarantee of the most favourable and fastest route. Unless otherwise agreed, the goods shall be shipped insured. Unless otherwise agreed in individual cases, the transport risk shall pass to the Customer when the goods are handed over to the forwarding agent or carrier. We deliver goods in standard commercial packaging; any special packaging required shall be at the expense of the Purchaser, unless otherwise agreed. Return of and payment for packaging shall only be made by separate agreement. The same shall apply to shipment free of charge and freight.

6. One week after exceeding a non-binding delivery date or a non-binding delivery period, the Purchaser may request that Proline Systems GmbH delivers within an appropriate period. Upon receipt of the reminder, Proline Systems GmbH shall be in default if it fails to deliver within the period of grace. In addition to the delivery, the Purchaser may demand compensation for the damage caused by the delay. Once the period of grace expires, the Purchaser shall be entitled to withdraw from the Contract through written declaration to Proline Systems GmbH or to claim damages instead of performance.

7. The Purchaser may only claim damages pursuant to IV.6. in accordance with the provisions set out in VI.5. and VI.6. The Purchaser must provide evidence of the grounds for the claim and the amount of the damage. The same shall apply to futile expenses. Compensation in lieu of performance in the event of exclusion of the obligation to perform (impossibility) is excluded.

8. Proline Systems GmbH shall be entitled to make partial deliveries, unless otherwise agreed and provided that the legitimate interests of the Purchaser do not conflict with this. They shall be deemed to be an independent delivery and as such may be invoiced separately if no deviating payment terms have been agreed.

9. Deliveries ex works or ex warehouse shall be limited to delivery without unloading under the condition of an access road passable by a heavy goods vehicle, unless expressly agreed otherwise. Unloading must be carried out immediately and properly by the Customer.

10. Contracts with agreed partial deliveries (call orders) shall oblige the Customer to accept the partial deliveries in approximately equal monthly instalments, unless otherwise agreed.

V. Due date and payment

1. Payments shall be made net within thirty (30) days of delivery and invoice date at the latest. If the aforementioned payment period of thirty (30) days is exceeded, interest shall be charged on the outstanding amount from then on at nine percent (9%) per annum above the respective base interest rate. Proline Systems GmbH expressly reserves the right to claim further damages for delay in accordance with the applicable statutory provisions.

2. Cheques shall only be accepted on account of performance in all cases; that is, payment shall only be deemed to have been made when the cheque amount has been irrevocably credited to one of our accounts.

3. If the Purchaser fails to fulfil its payment obligations or the obligations arising from the retention of title or fails to do so punctually, the entire remaining debt – including deferred claims – shall become due immediately. The same shall apply if Proline Systems GmbH learns that the Purchaser has become insolvent.

4. The Purchaser shall only be entitled to an offset insofar as the claims are undisputed or have been legally established. A right of retention on the part of the Purchaser is excluded.

5. Changes in the ownership (in the case of sole proprietorships), the legal form of the company or other circumstances affecting the economic circumstances (creditworthiness) of the Purchaser shall be notified to us in writing without delay. They shall entitle us, at our discretion, to demand advance payment or the provision of security for due or deferred claims from all existing transactions.

6. Credit unworthiness can be assumed without further ado in the case of a cheque protest.

VI. Notification of defects, warranty and liability; period of limitation for material defect liability claims

1. The Purchaser shall report all visible defects, faulty goods, incorrect deliveries or obvious lack of warranted characteristics immediately, at the latest within three (3) working days after delivery, but in any case before resale, consumption, processing, combination, mixing or installation. The Purchaser shall assert claims for hidden defects immediately after their discovery. If the Purchaser fails to comply with this obligation, the goods shall be deemed to have been approved. The same obligations shall apply to the Purchaser if defects in the products delivered by Proline Systems GmbH or consequential damage caused by these products, are only detected after installation or commissioning. Within the bounds of what is reasonable for the Purchaser, Proline Systems GmbH must always be given sufficient time and opportunity to inspect the damage or defect to get an idea of the cause of the defect and, if necessary, to take samples for removal, even if this requires longer-term physical, chemical or application-related investigations and analyses. The same shall apply if Proline Systems GmbH commissions external assessors or experts for these investigations or if the company's product liability insurer wishes to have such services carried out in the course of the liability settlement. No further changes may be made to the defective products or the associated constructions prior to an inspection/appraisal, unless this is absolutely necessary due to overriding customer interests. If the Customer fails to comply with this obligation, Proline Systems GmbH shall be released from any liability or warranty, unless the change has demonstrably had no effect whatsoever on the extent of the defect/damage, or its detection. If craftsmanship, execution or planning errors of the Customer or a third party have contributed to the occurrence of damage, Proline Systems GmbH shall only be liable for the damage – without prejudice to other limitations of liability – insofar as this is demonstrably caused by the defectiveness of the delivered product. This shall likewise apply to improper and/or atypical handling or stressing of the product during use. Proline Systems GmbH supplies products and systems for specialist trade and, moreover, for professional skilled tradespeople. It is assumed that the Customer and/or installer is familiar with and knows

how to apply the relevant technical regulations, standards and guidelines, is familiar with the materials used and their characteristics and installs them accordingly and correctly. Further and specific information on the products and their application is available in printed form and on the Proline website. If not available, it must be requested or obtained prior to ordering and execution. We shall not be liable for the consequences of any use of the products which deviates from that described or advertised by us or which is technically incorrect.

2. a) We reserve the right to collect defective goods or have them collected at our expense. The goods may only be returned to us in such cases with our consent. Otherwise, the Purchaser shall bear the costs of the return shipment.

b) In the event that subsequent performance in the form of a new delivery is rendered on the basis of a justified notice of defect, the provisions on delivery shall apply accordingly. We shall be granted a period of at least three (3) weeks to remedy the defect by repair.

c) Within the scope of our liability according to Section 445a(1) of the German Civil Code (BGB), we shall only reimburse those expenses that are due to the Purchaser by law pursuant to Section 439(2) and (3) and to Section 475(4) and (6) of the German Civil Code, but not expenses above and beyond this. We therefore reserve the right to fully review the amount of the requested reimbursement of expenses.

3. Claims on the part of the Customer due to liability for material defects shall become statute-barred two (2) years after the transfer of risk, at the latest after delivery, unless Item VI.6./VI.7. of these GTC is relevant or other bases for claims apply.

4. a) Our cooperation in planning as well as any consulting services, in particular, but not only, for the form, installation and function of a product, unless otherwise agreed, are generally to be understood only as non-binding support, without assumption of liability for correctness.

b) Special orders are orders for products which are not listed in our price list according to type, size and form. Due to the manufacturing process, these may deviate from the products available in the price list, other print media and on the website and/or from products that appear similar in terms of the use of materials, formulation and/or size. We reserve the right to such deviations – insofar as they are reasonable for the Customer – as these are production-related and correspond to the usual mode of operation to be assumed, the use and the installation possibilities. In principle, it can be assumed that special orders necessitate special work preparation, greater time expenditure and special planning before and after execution for installation and use.

5. Proline Systems GmbH shall only be liable for compensation in the case of intent or gross negligence; beyond that, for minor negligence, only

- in the event of injury to life, body or health, as well as

- in the event of a breach of obligations the fulfilment of which is essential for the proper performance of the Contract and on the observance of which the Customer may therefore rely, or in the event of a breach of those rights of the Customer which the Contract is specifically intended to grant to the Customer according to its content and purpose ("cardinal obligations"). In these cases, Proline Systems GmbH's liability shall be limited in scope to the damage typically to be expected in the event of breaches of duty of the type in question.

6. The above limitations of liability shall also apply in favour of our legal representatives, executive employees, all employees, as well as vicarious agents and assistants, even in the event of any direct claims against them.

7. Assignment of warranty rights to a third party is excluded.

8. Should we be entitled to a claim for damages instead of performance in accordance with Section 281 of the German Civil Code (BGB), our claim for performance shall, in deviation from Section 281(4) of the German Civil Code, only expire upon the actual performance of the damages by the Purchaser/Customer.

VII. Retention of title

1. We shall retain title to the goods delivered by us until the Purchaser has settled all claims arising from the business relationship with us, in particular until the balance has been settled.

2. In the event of breach of contract by the Purchaser, in particular in the event of default in payment, we shall be entitled to take back the delivery item; the Purchaser shall be obliged to hand it over. Reclaiming the delivery item shall not constitute withdrawal from the Contract, unless we have explicitly declared the withdrawal. In the event of seizure or other interventions by a third party, the Purchaser shall notify us in writing without delay so that we can take legal action in accordance with Section 771 of the German Code of Civil Procedure (ZPO). Insofar as the third party is not obliged or not in a position to reimburse us for the court and out-of-court costs within the framework of an action pursuant to Section 771 of the German Code of Civil Procedure, the Purchaser shall be liable for the loss incurred to us.

3. The Purchaser shall store and mark our goods subject to retention of title separately. The Purchaser has the right to dispose of the delivered goods in the ordinary course of business, in particular to install or sell them. In doing so, the Purchaser shall be obliged to notify its customers of the retention of title in writing. However, the Purchaser's entitlement shall lapse if it defaults on its payment obligations. In this case, the Purchaser shall provide us with the documents and information necessary for the collection of the claim.

Extraordinary dispositions, such as pledging or transfer by way of security, shall only be effective with our express consent. The Purchaser shall immediately notify us in writing of any access by third parties to the goods subject to retention of title. In the event of seizure, the Customer shall immediately send us a copy of the seizure report and any affidavit of its own stating that our retention of title to the seized item still exists.

4. The Purchaser shall be entitled to collect claims from the resale until revoked by us, which shall be permissible at any time. The Purchaser hereby assigns to Proline Systems GmbH all claims, including all ancillary rights and securities, until full settlement of all outstanding claims, which arise for the Purchaser from future sales, processing, etc., of the goods deli-

vered by Proline Systems GmbH against its customers, to the extent of the invoice amount of the delivered goods plus twenty percent (20%), as well as any own claims for handover from reserved property.

5. Our ownership shall remain unaffected by the processing or transformation of the delivery item by the Purchaser. If our goods subject to retention of title are processed, mixed or combined with items not belonging to us or if a new item is produced through transformation, the Purchaser hereby assigns to us its (co-)ownership of the newly created item on a pro rata basis (in the amount of the invoice value) to secure our claims. If the delivery item is inseparably combined with other items not belonging to us and if the third-party item is to be regarded as the main item, it shall be deemed agreed that the Purchaser transfers co-ownership to us on a pro rata basis. The Purchaser shall hold in custody the sole or co-ownership for us so that any claims against the Proline Systems GmbH resulting from this shall be rejected.

6. If the goods subject to retention of title are used by the Purchaser for the performance of a contract for work and services or contract for work and materials, the claim arising from the contract for work and services or contract for work and materials shall be assigned to us to the same extent as stipulated in paragraphs 4 and 5.

7. We undertake to release the securities to which we are entitled at the Purchaser's request insofar as the value of our securities exceeds the claim to be secured by more than twenty percent (20%).

8. The Purchaser undertakes to insure the goods subject to retention of title against fire, water, theft and burglary at its own expense. The Purchaser shall assign the rights arising from this insurance to us upon request.

VIII. Jurisdiction and place of performance

1. The place of performance for payments and deliveries, as well as for all other claims, is Boppard, Germany.

2. The place of jurisdiction – also in matters of bills of exchange or cheques, as well as for non-contractual bases of claims competing with contractual ones – is Koblenz, Germany. However, we are also entitled to assert our claims at any other place of jurisdiction established by law.

3. This shall also apply if the Purchaser establishes its place of residence or usual place of abode outside the Federal Republic of Germany after conclusion of the Contract or if the place of residence or usual place of abode of the Purchaser is not known at the time the action is filed.

IX. Data protection

1. The data required for the conduct of business shall be stored by Proline Systems GmbH. As part of the credit check, we carry out an exchange of creditworthiness with companies that provide credit information, taking into account their interests worthy of protection in accordance with the statutory data protection provisions.

2. Proline Systems GmbH is responsible for ensuring that all persons entrusted with the execution of the Contract also observe these regulations. Proline Systems GmbH would like to point out, however, that due to the structure of the internet, online orders may be subject to data protection violations by other persons, over which Proline Systems GmbH has no influence; therefore, Proline Systems GmbH shall assume no liability for these violations.

3. If information is downloaded from our website, this information may only be used to the extent necessary for the proper performance of the contracts concluded with Proline Systems GmbH, but not for any other or own further-reaching business purposes. Any use beyond this, in particular the distribution of this content, is not permitted. All details and information within the scope of our online offering are non-binding.

4. If the contents of our pages are protected by the rights of third parties, the use of the relevant information shall be made under exclusion of any liability on the part of Proline Systems GmbH. It is the Customer's responsibility to ascertain in each case whether third-party data is not protected.

5. If links to other sites are offered, the Proline Systems GmbH shall not be responsible for their content and disclaims any liability for the content of these sites.

X. Miscellaneous

1. Should individual ancillary provisions in contracts with our customers or in these General Terms and Conditions be or become invalid in whole or in part, this shall not affect the validity of the contracts or the General Terms and Conditions in other respects.

2. The law of the Federal Republic of Germany shall apply to the exclusion of the UN Convention on Contracts for the International Sale of Goods and German private international law.

3. The contractual language is German.

Proline Systems GmbH
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