



Legal Notice:

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General Terms and Conditions of Sale of Wehberg Safety GmbH

As of 01.01.2021

1 General

The following Terms and Conditions of Sale apply to all current and future purchase, supply and work contracts between Wehberg Safety GmbH (hereinafter referred to as "Wehberg Safety") and their customers/buyers/purchasers (hereinafter referred to as the "Purchasers").

Our Terms and Conditions of Sale apply exclusively; as a rule, we do not recognize any deviating, conflicting or supplementing general terms and conditions or purchase conditions. These shall not become part of the contract even if they are known unless their validity is expressly agreed to in writing.

The currently applicable version of our Terms and Conditions of Sale is always available at https://wehberg-safety.de/agb_wehberg_safety_de.pdf.

2 Scope

Our Terms and Conditions of Sale apply only to entrepreneurs within the meaning of § 14 of the German Civil Code This also includes legal entities under public law.

3 Offer and conclusion of contract

Our offers are subject to change and are non-binding and apply conditional to the provision of materials. An order constitutes a binding offer that we can accept within 14 days. In such case, the Purchaser shall receive a written order confirmation.

4 Offer documents

We reserve the right of ownership and copyright to all illustrations, drawings, calculations, information found on the manufacturing and testing procedures and other documents that have been provided. This applies in particular to written documents marked as "confidential". Disclosure to third parties requires our express written consent.



5 Prices and terms of payment

- (1) The prices stated by Wehberg Safety are deemed strictly net excluding freight, packaging, insurance and customs duties, plus the VAT applicable on the day of delivery.
- (2) Our invoices are payable net within 30 days.
- (3) Our prices are based on the cost factors applicable at the time of conclusion of the contract; if these change before delivery, we reserve the right to adjust the price accordingly, unless fixed prices have been agreed.
- (4) If the Purchaser defaults on payment, we shall charge default interest at EURIBOR rate plus 4%. Proof of higher or lower damage remains permissible.

6 Scope of delivery, delivery dates, delays

- (1) The scope of delivery is specified in the order confirmation.
- (2) Delivery dates and deadlines are non-binding unless they are explicitly stated as binding.
- (3) The delivery times agreed may be extended for the duration of an impediment due to force majeure such as war, civil unrest, pandemics, forces of nature and their consequences (e.g., publicly ordered restrictions) or due to other unforeseeable events not attributable to Wehberg Safety, such as industrial action.
- (4) If Wehberg Safety is culpably in default, the Purchaser can withdraw from the contract upon expiry of a reasonable grace period set by him in writing. The same applies if Wehberg Safety is unable to fulfil its obligation for reasons for which it is responsible.
- (5) All other claims against us in terms of delays are excluded, unless there is a culpable violation of essential contractual obligations, intent or gross negligence by Wehberg Safety.

7 Shipping and transfer of risk, insurance, packaging

- (1) Unless otherwise agreed and stated in our order confirmation, the dispatch of goods shall be at the expense and risk of the Purchaser. The risk is transferred to the Purchaser when the goods are handed over to the carrier (Incoterm "Ex works").
- (2) Deliveries of goods are insured up to an amount of EUR.500.
- (3) Packaging, loading costs and customs duties etc. are at the expense of the Purchaser.
- (4) Packaging will be charged at the cheapest rate and is not returnable.

8 Products

- (1) The dimensions and weights of delivered parts may differ slightly from the information in the illustrations, drawings and documents, if this is required by the material used or for other reasons and this does not result in any functional limitation for the Purchaser.
- (2) We reserve the right to make technical changes to standard products at any time and without prior notice, provided this does not result in any technical disadvantages for the customer.

9 Quality Management

Unless otherwise agreed in writing with the Purchaser, we manufacture and deliver on the basis of DIN EN ISO 9001.



10 Liability for defects

- (1) The Purchaser shall check the goods for errors and completeness within two working days upon receipt. Obvious defects must be reported in writing no later than two working days after discovery. Hidden defects must be notified immediately upon discovery and using the parts must be stopped until further notice.
- (2) Wehberg Safety shall not be obliged to remedy the defect if the Purchaser has not reported an obvious defect in writing in good time.
- (3) The Purchaser shall grant Wehberg Safety a reasonable period of time to remedy each individual defect.
- (4) In the event of a material defect proven to have occurred before the transfer of risk, and which excludes or impairs the intended use of the goods supplied by us, it is at our discretion whether we choose to remedy the defect or provide you with a new non-defective product. If the rectification fails repeatedly, the Purchaser can withdraw from the contract or reduce compensation accordingly.
- (5) If, in the course of the rectification provided by us, it emerges that the cause of the defect is not our product but in fact another product or system of the Purchaser, or due to improper use, the Purchaser shall reimburse us for expenses incurred (e.g., analysis costs, travel costs, technician assignments, etc.). In this instance, the rates invoiced shall be as follows: EUR 110.00 net per hour and a flat rate of EUR 0.90 net per kilometer driven. Accommodation costs will be charged as shown on receipt.
- (6) Liability for material defects is excluded if
 - a) the product is altered by third parties or if parts manufactured by third parties have been fitted, unless the defect is not causally related to the changes,
 - b) the provisions for the correct handling of the goods were not followed. This includes, but is not limited to, faulty installation, improper storage, use of unsuitable operating equipment, use under unsuitable climatic or temperature conditions as well as neglected or faulty maintenance,
 - c) there is excessive stress, natural wear and tear including material-related fatigue and/or damage due to improper handling.
- (7) Wehberg Safety is not liable for defects based on constructional flaws or selection of unsuitable materials since these have been specified by the Purchaser. We also assume no liability for parts provided by the Purchaser.
- (8) We shall not reimburse any actions to remedy the defect initiated by the Purchaser without our consent. If the item delivered is used despite the defect, we shall only be liable for the original defect, but not for damage resulting from further use.
- (9) Wehberg Safety assumes no liability for the usability of the product within the existing complete system of the (end) customer or operator unless such usability was specifically assured by us in writing.
- (10) As regards material suggestions, we do not guarantee that the materials are suitable for the Purchaser's intended use.
- (11) Claims for material defects by the Purchaser shall lapse 12 months after delivery of the goods.



- (12) Claims for damages arising from consequential damage, lost profits and unforeseeable damages are excluded, unless they are based on intent or gross negligence.
- (13) Further liability is excluded, as far as legally permissible, regardless of the legal nature of the claim asserted. In any case, such claims are limited to the delivery value of the goods, unless the cause of the damage is based on a deliberate or grossly negligent breach of contract by us, our legal representatives or vicarious agents.
- (14) Insofar as the liability of Wehberg Safety is excluded or limited, this also applies to the personal liability of our salaried employees, wage-earners, collaborators, representatives and vicarious agents.

11 Retention of title

- (1) Wehberg Safety retains ownership of the goods sold until all outstanding claims arising from the business relationship with the customer have been settled, regardless of the legal reason for such claims. In the event of a breach of contract by the customer, in particular in the case of default in payment, we are entitled to take the purchased goods back. Taking the purchased item back shall constitute our withdrawal from the contract. We are entitled to dispose of the purchased goods after they have been repossessed and such revenue will be deducted from the customer's liabilities, minus appropriate disposal costs.
- (2) The customer is required to treat the purchased item with care; in particular, he is required to insure it adequately at his own expense at the original value against fire, water and theft damages. If maintenance and inspection work is required, the customer must carry this out in good time at his own expense.
- (3) In the event of seizures or other actions by third parties, the customer must notify us immediately in writing so that we can bring an action in accordance with § 771 ZPO. If the third party is unable to repay us the legal and extra-judicial costs of a claim in accordance with § 771 ZPO, the customer shall be liable for the loss incurred by us.
- (4) The customer is entitled to resell the purchased item in the ordinary course of business; however, he already now assigns to us all claims in the amount of the final invoice amount (including VAT) of our claim, which are due to him from the resale against his customers or third parties, irrespective of whether the purchased item was resold without or after processing. The customer remains authorized to collect this claim even after assignment. Our authority to collect the claim itself remains unaffected. However, we undertake not to collect the claim as long as the customer meets his payment obligations from the proceeds received, is not in default of payment and in particular provided no application for the opening of a settlement or insolvency proceedings has been filed or there is a suspension of payment. If this is the case, however, we can demand that the customer informs us of the assigned claims and their debtors, provides us with all the information required for collection, hands over the corresponding documents and notifies the debtors (third parties) of the assignment.
- (5) The processing or transformation of the purchased goods by the customer is always carried out for us. If the purchased item is processed with other items that do not belong to us, we acquire co-ownership of the new item in proportion of the value of the purchased item (final invoice amount including VAT) to the other processed items at the time of processing. Apart



from this, the same shall apply for the item created through processing as for the item delivered under reservation.

- (6) If the purchased item is inseparably mixed with other items that do not belong to us, we acquire co-ownership of the new item in proportion of the value of the purchased item (final invoice amount including VAT) to the other mixed items at the time of mixing. If the mixing occurs in such a way that the customer's item is deemed the main item, it is agreed that the customer shall transfer proportional co-ownership to us. The customer shall keep the resulting sole ownership or co-ownership for us.

12 Compliance

The Purchaser accepts our Code of Conduct, available at <https://wehberg-safety.de/coc.pdf>. He is required to comply with all relevant laws of each applicable legal order(s) and to commit or refrain from committing, either passively or actively, directly or indirectly, any actions that may in particular lead to criminal liability for granting preferential treatment, bribery, fraud, breach of trust, competition violations or insolvency offenses. In the event of an infringement, we shall have the right to withdraw from or terminate all existing contracts with the Purchaser without notice and to terminate the business relationship within the reasonable limits and we shall be entitled to claim damages.

13 Place of performance, place of jurisdiction, governing law

- (1) The place of performance for all obligations and claims arising from the contract is Lüdenscheid.
- (2) The exclusive place of jurisdiction is Lüdenscheid. However, we are also entitled to sue the Purchaser at his local court.
- (3) The national law of the Federal Republic of Germany (BGB, HBG, etc.) shall apply exclusively. The UN Sales Convention does not apply.
- (4) Changes to contractual agreements must be made in writing.

14 Partial ineffectiveness

Should any of the above conditions be completely or partially ineffective, then the other conditions shall remain effective.

15 Changes to the General Terms and Conditions of Sale

Wehberg Safety reserves the right to change these General Terms and Conditions of Sale at any time. The version applicable at the time of conclusion of the contract shall be decisive for new contracts.