

General Conditions of Sale of SCHÜCO® International KG, Karolinenstraße 1 - 15, D-33609 Bielefeld, Germany

1. Scope:

1.1 These General Conditions of Sale ("Conditions") shall apply to all business relations between us and our customers ("Buyer"). The Conditions shall apply only if the Buyer is an entrepreneur (Unternehmer) under German law (section 14 of the German Civil Code (Bürgerliches Gesetzbuch, BGB)), a public sector legal entity, or a special entity under public law.

1.2 The Conditions apply in particular to contracts for the sale and/or supply of moveable goods ("Goods"), regardless of whether we manufacture the Goods ourselves or purchase them from suppliers (section 433, 650 BGB). Our Conditions also apply in cases where the Buyer provides material ("Customer-Supplied Material") for the purpose of surface finishing. Our Conditions shall become part of any contract at the latest upon acceptance of delivery. In the case of ongoing business relationships, our Conditions shall also apply to future transactions in which no express reference to them is made, provided that they have been validly incorporated into a contract in relation to an order previously placed by the Buyer and confirmed by us.

1.3 Our Conditions apply to the exclusion of all others. Differing, conflicting or supplementary general terms and conditions of business of the Buyer shall be incorporated into the contract only if and to the extent that we expressly accept them in writing. Such acceptance shall be required in all cases, even if we, knowing of the Buyer's general terms and conditions, make delivery to it without protest.

1.4 Individual agreements negotiated with the Buyer on a case-by-case basis (including side agreements, supplements and amendments) shall prevail over these Conditions in all cases. Subject to provision of evidence to the contrary, the content of such agreements shall be determined by a written contract or our written confirmation (provided in writing or in text form).

1.5 Declarations and notices of legal relevance issued by the Buyer in relation to the contract (e.g. notices setting deadlines, reporting defects, rescinding the contract or reducing the purchase price) must be given in writing or in text form (e.g. by letter, email, fax). Statutory form requirements and supporting documents, particularly where there is doubt regarding the identity of the declarant, remain unaffected.

1.6 Information regarding application of statutory provisions is provided for clarification purposes only. Even where no such clarification is provided, therefore, the statutory provisions apply unless they are directly modified by or expressly excluded in these Conditions.

1.7 In all other respects, all our goods and services are subject to the Technical Terms and Conditions contained in Schüco's product-specific catalogues, with which the Buyer is familiar.

1.8 For the purpose of these Conditions, business days are defined as Monday to Saturday excluding public holidays.

2. Conclusion of contract:

2.1 Offers made by us are non-binding and subject to change without notice. This shall also apply if we have provided the Buyer with catalogues, technical documen-

tation (e.g. drawings, plans, calculations, costings, references to DIN standards), other product specifications or documents (including in electronic format) to which we reserve proprietary rights and copyrights, or placed such documents on the Internet for perusal or download.

2.2 An order for Goods placed by the Buyer shall constitute a binding offer of contract. Unless otherwise stated in the order, we shall be entitled to accept this offer of contract within two weeks of its receipt by us. If an order is placed electronically and a delivery receipt is issued, such delivery receipt shall not constitute binding acceptance of the order. The order confirmation may be combined with the delivery receipt.

2.3 Acceptance of the order can be given either in writing (e.g. in an order confirmation) or by supply of the Goods to the Buyer.

3. Prices and payment terms:

3.1 Unless otherwise agreed, our prices are in euro, FCA to the place of delivery named in our order confirmation (in accordance with Incoterms 2020), exclusive of packaging. Statutory VAT is not included in our prices and will be indicated on the invoice as a separate item at the statutory rate applicable on the invoice date. If incoterm DDU is used, Incoterms 2000 shall apply.

3.2 Unless otherwise expressly agreed or stated in the invoice, payment for Goods supplied must be made in full within 30 days of the date of the invoice. However, we are entitled at any time, including in the course of an ongoing business relationship, to require payment in advance for part or all of a delivery. We will declare any such stipulation when giving our order confirmation at the latest. All payments must be made without cash.

3.3 The Buyer is entitled to rights of set-off and retention only if its counterclaims have been reduced to an enforceable judgment, have been acknowledged by us, or are undisputed by us. The Buyer is entitled to exercise a right of retention only if its claim is founded on the same contractual relationship.

3.4 Cheques are accepted on account of performance (*erfüllungshalber*) only.

3.5 If following conclusion of the contract it becomes apparent (e.g. in light of an application for commencement of insolvency proceedings) that our claim to the purchase price is jeopardised due to the Buyer's inability to perform, we are entitled in accordance with the statutory provisions to withhold performance and, after allowing a grace period if applicable, to rescind the contract (section 321 BGB). In the case of contracts for manufacture of non-fungible goods (custom-manufactured products), we may rescind the contract immediately; the statutory provisions specifying when a grace period is not required are unaffected.

4. Time limits for deliveries; delivery and delay:

4.1 Delivery dates (specific delivery date/week) and/or delivery periods (time periods) are only binding for us if they are expressly agreed as binding with us in writing/text-form which shall be determined by our written order confirmation. Any subsequent changes, provided these were accepted by us, will result in agreed delivery dates/periods

being postponed to a later date by a reasonable period of time, depending on the scope of the change requests, unless we have expressly reconfirmed in writing adherence to the originally agreed delivery date/period.

4.2 The Buyer can request of us in writing delivery within a reasonable period two weeks following expiry of a non-binding delivery date (a date referred to as e.g. "approximate" or "expected"). The reasonability of this period shall be determined taking into account the current market situation, the buyer's knowledge thereof at the time of conclusion of the contract and any events beyond our control which caused the anticipated delivery date being exceeded. The aforementioned period shall be extended to four weeks if the Goods concerned are to be manufactured to the Buyer's specifications.

4.3 The agreed delivery periods shall commence at the earliest upon receipt of the order confirmation by the Buyer and upon receipt of all documents, necessary permits and releases to be provided by the Buyer. Compliance with delivery dates shall be conditional upon the timely receipt of all documents, necessary permits and releases to be provided by the Buyer and – insofar as the Buyer is obliged to perform in advance – compliance with the agreed terms of payment and other obligations by the Buyer. If these prerequisites are not met, the deadlines shall be extended to a reasonable extent; this shall not apply if we are responsible for the delay.

4.4 The Buyer shall carry out acceptance of the Goods. Acceptance is a primary obligation of the Buyer at all times.

4.5 If the Buyer fails to accept the Goods or provide required assistance in good time, or if delivery by us is delayed for other reasons for which the Buyer is responsible, we shall be entitled to demand compensation for damage incurred as a result, including additional expenses incurred (e.g. storage costs). We will charge liquidated damages of 0.2% of the net price per business day, beginning with the delivery period or, in the absence of a delivery period, beginning on the date of notification that the Goods are ready for dispatch, up to a total amount of 5% of the net price of the Goods accepted late. Our right to demonstrate that greater damage was suffered and our statutory rights (including but not limited to reimbursement of additional expenses, reasonable compensation, termination) are not affected; however, the liquidated damages must be offset against further monetary claims. The Buyer shall be at liberty to provide proof that we incurred no damage or lesser damage than the aforementioned liquidated damages.

4.6 We are entitled to supply goods or provide services in instalments at any time, insofar as this is reasonable for the Buyer.

4.7 When delivering Goods, we reserve the right to supply goods with reasonable manufacturing-related deviations in weights, quantities and dimensions. A deviation of 10% is permitted with regard to weight and quantities.

4.8 Any inspection and acceptance costs arising shall be borne by the Buyer.

4.9 If Goods supplied contain software, the Buyer shall receive a non-exclusive licence to use the unmodified software together with the Goods. This licence may be transferred to third parties only together with the Goods.

4.10 If we are unable to meet delivery dates/delivery periods for reasons for which we are not responsible (unavailability of performance), we will inform the Buyer of this inability, specifying the expected new delivery period/

delivery date. If performance is also not available within the new delivery period or by the new delivery date, we are entitled to rescind part or all of the contract; we will refund any consideration already paid by the Buyer without delay. In particular, late delivery by our suppliers will be regarded as unavailability of performance provided that our contract with our supplier is congruent with our contract with the Buyer and neither we nor our supplier is at fault, or if we are not obligated to procure the goods concerned in the individual case at hand.

4.11 To the extent that we are unable to meet delivery dates/periods due to national or international regulations, including in particular export control regulations and embargoes or comparable restrictions, Schüco is entitled to rescind part or all of the contract concerned.

4.12 The date on which our delivery is deemed overdue is determined by the statutory provisions. In any event, however, a reminder by the Buyer is necessary. If we are overdue with delivery, the Buyer may demand liquidated damages for harm suffered by it due to the delay.

4.13 This does not affect the Buyer's rights under clause 9 of these Conditions or our statutory rights, particularly if the duty to perform is excluded (e.g. due to impossibility or unreasonableness of performance or cure).

5. Acceptance of returns:

5.1 If we accept returns of Goods on a goodwill basis, we will in general refund only 80% of the original invoice amount. We reserve the right to apply further deductions for reduction in value of returned Goods accepted on a goodwill basis. Any transport costs incurred in connection with return of Goods on a goodwill basis are payable by the Buyer.

5.2 We will not accept returns on a goodwill basis of Goods which were produced or procured specifically for the Buyer.

5.3 We will accept returns on a goodwill basis only if

- the Goods are in an unused, clean and resaleable condition and in their original packaging; and
- the Goods were purchased no longer than 12 months ago; and
- we still carry the Goods in our current sales range, and
- the Goods are packaged appropriately for transport and protected against environmental conditions (in addition to the original packaging).

Even if the aforementioned requirements are satisfied, the Buyer has no entitlement to return goods.

6. Allocation of risk and dispatch:

6.1 Unless otherwise agreed, deliveries of Goods and any subsequent deliveries of repaired or replacement Goods will be made FCA at the place of delivery named in our order confirmation (in accordance with Incoterms 2020). If incoterm DDU is used, Incoterms 2000 shall apply.

6.2 In all cases it is the responsibility of the Buyer to unload Goods on delivery. The Buyer must do so without delay. Any unloading carried out or assistance with unloading provided by transport personnel shall be solely at the cost and risk of the Buyer.

6.3 In the case of intra-EU cross-border deliveries, the Buyer shall provide proof of receipt by way of a confirmation of arrival (Gelangensbestätigung).

7. Packaging; pallets:

7.1 We will determine the type of packaging used at our sole discretion. The Buyer will be invoiced for simple packaging, boxes and crates at our packaging prices in force at the relevant time. Where deliveries are to be made abroad, the Buyer is obliged to arrange for disposal at its own expense of any of this packaging which is non-returnable. The standard packaging used is transport packaging only and is intended to protect the Goods, and in particular finished surfaces, in enclosed means of transportation not exposed to the elements. Under no circumstances is the packaging suitable for storage of Goods outdoors. Insulated glazing, fire-resistant glazing or other glazing types are placed in transport racks in a manner determined solely by production-related considerations. Insulated glazing, fire-resistant glazing and other types of glazing are packaged not on a per item basis but as necessitated by transport and production-related requirements in single-use wooden crates, wooden racks or pallets or honeycomb cardboard packaging.

7.2 In the case of Euro-pallets, reusable spools and other reusable containers and packaging, the Buyer will be charged at the end of each calendar month for the balance of deliveries and returns during that month calculated on the basis of our packaging prices then current.

7.3 Unless otherwise expressly agreed, steel stillages, reusable pallets and accessories, returnable packaging and other transport aids – referred to collectively below as “goods handling aids” – are our property and are not for sale. They must be handled with care, labelled as our property, and may not be used for any purpose other than to hold Goods during transportation from us to the Buyer or to the recipient nominated by the Buyer. Unless otherwise expressly agreed, the Buyer must return the goods handling aids to us at its own cost no later than two (2) weeks following delivery, after notifying us beforehand. We are entitled to demand return of the goods handling aids at any time. The Buyer must make the goods handling aids available for collection at the time specified to it by us. If, for reasons for which the Buyer is responsible, they are not returned in good time and in an undamaged condition, we shall be entitled as compensation to charge the Buyer for the costs of commercially equivalent replacements. Such sums are payable in full immediately. The Buyer shall have no right of retention in respect of goods handling aids.

7.4 If legal requirements stipulate regular inspections of steel stillages and/or other reusable packaging, the Buyer must comply with this obligation in respect of steel stillages and/or reusable packaging and/or other goods handling aids in its possession.

8. Defect rights:

8.1 The Buyer’s rights with regard to material and legal defects (including incorrect and short deliveries and incorrect installation or inadequate installation instructions) shall be governed by the statutory provisions, unless otherwise agreed below. In all cases, application of the specific statutory provisions regarding unprocessed Goods delivered to a final consumer remain unaffected, even if the consumer has processed them (recourse against suppliers in accordance with section 478 BGB). Claims for recourse against suppliers are excluded if the defective Goods have been processed by the Buyer or another entrepreneur, e.g. by incorporation into another product.

8.2 The primary basis of our liability for defects is the agreement entered into regarding quality of the Goods. All product specifications and information which are the subject of an individual contract or which have been made public by us (in particular in catalogues or on our website) at the time of conclusion of the contract are deemed to constitute an agreement regarding quality of the Goods. In case of discrepancies, the content published in the section “My Workplace” on our website is definitive and shall prevail over all other publications, even if no statement is made to this effect. Samples, information provided in brochures and information in other promotional materials do not constitute warranties of durability or quality within the meaning of section 443 BGB; they are provided for descriptive purposes only and are intended to provide a general impression of the products they describe. This applies in particular to the surface finishes/colours depicted in brochures or in the Schüco colour fan and colour and type samples provided to the Buyer. These are illustrative examples only and do not constitute binding acceptance samples. If the Buyer wishes to receive binding samples, it must specify this in writing in its order, mentioning “binding reference samples”. The binding surface finish samples (coating) or binding reference samples (anodising) supplied shall be binding only following written approval by the Buyer. The aforementioned documents are subject to change and may contain errors. Illustrations are merely similar to Goods supplied. References to technical standards are given for specification purposes only and are likewise not to be construed as a guarantee of quality. We reserve the right within reason to make changes in construction, choice or composition of materials or profile design, or any other changes serving technical progress at any time, including without prior notice. If in documents produced by us, and in particular in catalogues, brochures and data sheets, the term “guarantee” is used, this refers to an independent guarantee of a particular result unconnected with statutory warranty claims.

8.3 If the quality has not been agreed, the presence or otherwise of a defect shall be assessed in accordance with the statutory provision (section 434(1) sentences 2 and 3 BGB and, with regard to the surface finishing of Customer-Supplied Material, in accordance with section 633(2) sentence 2 BGB). However, we accept no liability for public statements by the manufacturer or other third parties (e.g. advertising messages) which the Buyer has not indicated to us as having determined their purchasing decision.

8.4 Defect claims by the Buyer are conditional on compliance by the Buyer with its statutory obligations to inspect the Goods and give notice of defects (sections 377, 381 of the German Commercial Code (Handelsgesetzbuch, HGB)). Defect claims of the Buyer in relation to surface finishing of Customer-Supplied Material are also conditional on compliance by the Buyer with the obligations to inspect the Goods and give notice of defects set out below. In all cases, construction materials and other goods intended for installation or other processing must be inspected immediately prior to processing at the latest. If a defect arises at the time of delivery or inspection or at any later time, we must be notified of the defect in writing without delay. In all cases, we must be notified in writing of obvious defects within 7 business days of delivery and defects which were not apparent during inspection within 7 business days of their discovery. If the Buyer fails to duly inspect and/or

provide notice of defects, our liability for defects of which we are not notified, or not notified in good time, shall be limited in accordance with the statutory provisions. Surface finishing work on Customer-Supplied Material shall be deemed accepted 12 business days following delivery. This shall not apply if acceptance was refused within the aforementioned period with reference to at least one major defect. Payment of our invoice without protest shall also be regarded as acceptance. The option to set a deadline for acceptance in accordance with section 640(2) BGB is unaffected. The option of acceptance by way of another declaration of the Buyer is also unaffected.

8.5 If the item supplied is defective, we can in the first instance choose to cure the defect by removing it (repair) or by supplying an item free of defects (replacement). Our right to refuse to cure the defect in accordance with the statutory requirements shall remain unaffected.

8.6 We shall be entitled to make cure of defects owed dependent on payment by the Buyer of the purchase price due. However, the Buyer shall be entitled to withhold a portion of the purchase price in reasonable proportion to the defect.

8.7 The Buyer must give us the time and opportunity necessary to cure the defect as owed, and must in particular turn over the rejected Goods for testing purposes. If we provide replacement Goods, the Buyer must give the defective item back to us in accordance with the statutory provisions. The Buyer shall ensure that the defective item is packaged appropriately for transport and protected against environmental conditions. In general, cure shall not include removal of the defective item or reinstallation if we were not obliged to install the original item. However, we may choose when curing defects to remove the defective item and carry out subsequent reinstallation, or to arrange for a third party to do so.

8.8 We will pay or refund necessary expenses incurred for inspection and cure, in particular transport costs, road tolls, labour costs and material costs, in accordance with the statutory provisions, if a defect actually exists. If there is no defect, we may demand reimbursement by the Buyer of costs incurred as a result of the unwarranted request to resolve defects (including testing and transport costs), unless it was not evident to the Buyer that the Goods were not defective.

8.9 In urgent cases, e.g. in case of a risk to operational safety or to avert disproportionate damage, the Buyer has the right to remedy the defect itself and to demand that we compensate it for objectively necessary expenses incurred to that end. We must be notified without delay, and beforehand if possible, of any work to remedy defects undertaken by the Buyer. The Buyer shall not have any right of self-remedy if we would have been entitled under the statutory provisions to refuse to provide such cure.

8.10 If cure has failed or a reasonable period for cure set by the Buyer has passed without result, or if such period can be dispensed with in accordance with the statutory provisions, the Buyer may rescind the purchase contract or reduce the purchase price. However, there shall be no right of rescission in respect of trivial (unerheblich) defects.

8.11 Claims of the Buyer for compensation or reimbursement of futile expenditure shall, even in case of defects, only exist subject to the provisions of clause 9 hereinafter (liability) and are otherwise be excluded.

8.12 Consultancy services are gratuitous supplementary services which we are not obliged to provide, unless a separate order for paid consultancy services is placed.

8.13 We are entitled to engage third parties to carry out the contractual work. Unless otherwise expressly agreed with the Buyer, we may select such third parties freely.

9. Other liability:

9.1 Unless otherwise provided in these Conditions, including the provisions below, we shall be liable for breach of contractual and extra-contractual obligations in accordance with the statutory provisions.

9.2 We shall be liable in compensation and for reimbursement of futile expenditure, regardless of legal basis, within the limits of fault-based liability in case of intentional action and gross negligence. We shall be liable in case of ordinary negligence, subject to statutory limitations of liability (e.g. standard of care exercised in one's own affairs; immaterial breach of duty), only

- a) for damage suffered as a result of loss of life, physical injury or damage to health,
- b) for damage suffered as a result of breach of an essential contractual obligation (obligation which is essential for the due and proper implementation of the contract and on the fulfilment of which the other party may and does routinely rely); in this case our liability shall be limited to compensation for typically foreseeable damage.

9.3 The limitations of liability under clause 9.2 also apply in case of breaches of obligation by or in favour of persons for whose fault we are responsible under the statutory provisions. They do not apply to the extent that we have fraudulently concealed a defect or given a guarantee of the quality of the Goods, or in respect of claims of the Buyer under the German Product Liability Act (Produkthaftungsgesetz, ProdHaftG).

9.4 In case of a breach of duty not consisting in a defect, the Buyer may rescind or terminate the contract only if we are responsible for such breach of duty. The Buyer shall have no unrestricted right of termination (in particular in accordance with sections 650, 648 BGB). In all other respect the statutory requirements and legal consequences apply.

10. Limitation of claims:

10.1 Notwithstanding section 438(1) No. 3 BGB, the general limitation period for claims for material and legal defects is one year from delivery of possession. If formal acceptance has been agreed, the limitation period shall commence upon acceptance.

10.2 However, if the Goods comprise a building or a thing which has been used for a building in accordance with the normal way it is used and has caused the defectiveness of the building (construction material), the limitation period in accordance with the statutory provision is five years from delivery of possession (section 438(1) No. 2 BGB). Further specific provisions regarding limitation (in particular section 438(1) No. 1, (3), sections 444, 445b BGB) are also unaffected.

10.3 With regard to surface finishing of Customer-Supplied Material, the limitation period for claims for material and legal defects is two years in accordance with section 634a(1) No. 1 BGB.

10.4 The above limitation periods shall also apply to contractual and non-contractual compensation claims by the Buyer due to a defect in the Goods, unless application of the standard statutory limitation periods (sections 195, 199 BGB) would result in a shorter limitation period in the case concerned. However, compensation claims by the Buyer under clause 9 paragraph 2 sentence 1 and sentence 2(a) and under the German Product Liability Act shall expire in accordance with the statutory limitation periods only.

11. Securing of retention of title:

11.1 We reserve title to the Goods until receipt of all payments arising from the business relationship with the Buyer. In the event of breach of contract by the Buyer, in particular in case of default in payment, we are entitled to take back the Goods after rescinding the contract. We are entitled at any time to inspect reserved Goods in which we have title in the place in which they are located. If after rescinding the contract we exercise our right to return of the Goods, the Buyer hereby irrevocably permits us to take Goods in which we have title, regardless of whether they are unprocessed or processed, and for this purpose to enter the place in which the Goods are located. Taking back and attachment of the Goods by us – without prejudice to any compensation claims – shall constitute rescission of the contract. After rescinding the contract we shall be entitled to realise the Goods; the proceeds of such realisation, less reasonable realisation costs, shall be set off against the Buyer's liabilities.

11.2 The Buyer shall treat the Goods with care; in particular, it must at its own expense insure them adequately at their replacement value against theft, fire and water damage. If maintenance and inspection work is required, the Purchaser must carry out such work in a timely manner and at its own expense.

11.3 If the Goods are attached by third parties or in case of any other action by third parties in respect of the Goods, the Buyer must notify us of this in writing without delay in order that we can bring an action under section 771 of the German Code of Civil Procedure (Zivilprozessordnung, ZPO). In case of attachment, such notification must be accompanied by a copy of the record of attachment. If the third party is unable to reimburse us for the court costs and out-of-court costs of an action under section 771 ZPO, the Buyer shall be liable for the loss incurred by us.

11.4 The Buyer is entitled to resell the Goods in the ordinary course of business; this authorisation shall lapse in the case of default in payment. The Buyer hereby assigns to us, in the amount of the final invoice amount (including VAT) of our claim, all receivables from its purchasers or from third parties to which it becomes entitled as a result of resale of reserved Goods, regardless of whether the Goods have been sold on unprocessed or after processing. However, if other secured suppliers in addition to us also have co-ownership of the item sold on, the Customer shall assign its receivables from resale to us only in the proportion of the final invoice value (including VAT) for our supplies in comparison with the total invoice value of the other secured suppliers. The assignment shall serve to secure all our current and future claims arising from our business relationship with the Buyer. The Buyer shall remain entitled to collect such receivable after it has been assigned. In this respect the Buyer shall act as a trustee on

our behalf. Our authority to collect the receivable ourselves is unaffected. However, we undertake not to collect the receivable for as long as the Buyer continues to meet its payment obligations from the proceeds received and is not overdue with payments, and in particular for as long as no application for commencement of bankruptcy, composition or insolvency proceedings has been filed and the Buyer has not ceased meeting its payment obligations. If this is not the case, we may demand that the Buyer disclose to us the assigned receivables and the parties owing them, provide all information necessary for collection, turn over the associated documentation, and notify the debtors (third parties) of the assignment.

11.5 Processing or transformation of the Goods by the Buyer is carried out for us as manufacturer. If the Goods are processed with other items that do not belong to us, we shall acquire co-ownership in the new item in the proportion of the value of the Goods (final invoice amount, including VAT) to the other items processed at the time of processing. In other respects, the same shall apply for the item produced by processing as for Goods delivered subject to retention of title.

11.6 If the Goods are inseparably intermixed with other items that do not belong to us, we shall acquire co-ownership in the new item in the proportion of the value of the Goods (final invoice amount, including VAT) to the other items intermixed at the time of intermixing. If the result of the intermixing is that the Supplier's object must be regarded as the main object, it is deemed agreed that the Supplier shall transfer co-ownership to us in proportion thereto. The Buyer shall hold the resultant sole ownership or co-ownership on our behalf.

11.7 To secure our receivables from the Buyer, the Buyer shall also assign to us the receivables to which it becomes entitled from third parties as a result of combination of the Goods with real property.

11.8 In the case of Goods which the Buyer is required to incorporate into a building of a third party as an essential part of that building, the Buyer shall assign its right to create a debt-securing mortgage to us in the amount of the value of the Goods (final invoice amount, including VAT).

11.9 We undertake to release securities on request by the Buyer to the extent that the realisable value of our securities exceeds the value of the secured claims by more than 10%; it shall be for us to select the securities to be released.

11.10 If Goods are supplied against payment in advance by the Buyer, we waive all ordinary, expanded and extended reservation of title rights referred to above. If payment is made in advance, title to the Goods shall pass to the Buyer upon receipt of payment or handover of the Goods to the Buyer.

12. Other provisions:

12.1 We reserve all proprietary rights, patent rights, design rights, copyrights and other industrial property rights in and to illustrations, drawings, drafts, designs, costings and other documents. This also applies to documents which are designated as "confidential". The Buyer must obtain our express written consent before disclosing such documents to third parties. The Buyer expressly acknowledges all industrial property rights to which we are entitled. The Buyer shall use documents provided to it only for the purposes for which it received them.

12.2 If we manufacture or commission the manufacture of tools for the purpose of work for the Buyer and bill the Buyer for a proportion of the resultant costs, ownership of such tools and their accessories shall not pass to the Buyer and the Buyer shall have no claim to receive such tools. In particular, the tools will not be supplied to the Buyer. For VAT purposes, payment of tool costs is made in respect of another performance.

12.3 The rights of the Buyer arising from the sales contract, with the exception of monetary claims, are not transferable.

12.4 We process data to the extent necessary for performance of our business relationship with the Buyer (the legal basis in this case is Article 6(1)(b) GDPR). In general, we do not disclose these data to third parties unless it is necessary to do so in order to carry out work for the Buyer. If we use services provided by third parties to carry out part of our work, we will ensure that these service providers either have no access to personal data of our customers or that they have access to such data only if the statutory requirements are satisfied. If a term of payment is granted, we will transmit the Buyer's personal data to our trade credit insurer. Data will be transmitted on a case-by-case basis following review to the extent necessary for the purposes of our legitimate interests.

12.5 Insofar as a Good falls under the REACH Regulation (EC) No. 1907/2006, the Buyer is obliged to observe the product-specific safety data sheet when storing and processing the Good or to transmit the corresponding data to his customer when reselling the Goods. Current safety data sheets are available at <http://dc.schueco.com/sds> or can be requested by the buyer through his contact person in our internal sales department.

13. Applicable law and place of jurisdiction:

13.1 These Conditions and the contractual relationship between us and the Buyer shall be governed by the law of the Federal Republic of Germany without giving effect to international uniform law and in particular the UN Sales Convention.

13.2 If the Buyer is a merchant (Kaufmann) within the meaning of the German Commercial Code (Handelsgesetzbuch, HGB), a public sector legal entity or a special entity under public law, the sole place of jurisdiction, including international jurisdiction, for all disputes arising directly or indirectly from the contractual relationship shall be our registered office in Bielefeld. The same shall apply if the Buyer is an entrepreneur within the meaning of section 14 BGB. However, in all cases we shall also be entitled to bring proceedings at the place of performance of our supply obligation in accordance with these Conditions or an individual agreement prevailing over them, or to bring proceedings at the general place of jurisdiction of the Buyer. Overriding statutory rules, in particular regarding exclusive jurisdiction, remain unaffected.