

General conditions of contract for Schüco Coating Solutions GmbH & Co. KG,
 Karolinenstraße 1-15, 33609 Bielefeld, Germany

1. Area of application

1.1 These general conditions of contract (GCC) apply to all business relationships with our customers ("Purchaser"). The GCC apply only if the Purchaser is a trader (Section 14 of the German Civil Code (BGB)), a legal person under public law or a special fund under public law.

1.2 The GCC apply in particular to cases in which the Purchaser transfers material ("Customer Material") to us for surface finishing (see Paragraph 6). Our GCC become part of the contract at the latest upon acceptance of the delivery. In the case of established business relationships, our GCC also apply to future business transactions even where they are not expressly referred to, provided they have been effectively included with a previous order of the Purchaser which has been confirmed by us.

1.3 Our GCC apply exclusively. Any differing, conflicting or supplementary general terms and conditions of the Purchaser will only become part of the contract if and insofar as we have expressly approved their validity. This consent requirement applies in each case, for example even when we deliver to the Purchaser without reservation with knowledge of the Purchaser's general terms and conditions.

1.4 Any individual agreements made with the Purchaser (including supplementary agreements, supplements and amendments) always take priority over these GCC. A written contract or our written confirmation (in written or text form) is decisive for the content of these kinds of agreement, subject to evidence to the contrary.

1.5 Legally relevant declarations and notifications of the Purchaser with regard to the contract (e.g. setting deadlines, notices of defect, withdrawal or reduction) must be submitted in written or text form (e.g. letter, e-mail or fax). Legal format regulations and other supporting documents remain unaffected, particularly in cases of doubt about the legitimacy of the declarant.

1.6 References to the validity of legal provisions are for clarification purposes only. The legal provisions therefore apply even without clarification of this kind, provided that they have not been directly changed or expressly excluded in these GCC.

1.7 Working days within the meaning of these GCC are Monday to Saturday excluding public holidays.

2. Conclusion of contract

2.1 Our offers are subject to confirmation and non-binding. This is also the case when we send the Purchaser manuals, technical documentation (e.g. drawings, plans, calculations, references to DIN standards), other product descriptions or documents for which we retain the rights of ownership and copyright – including in electronic form – or provide these documents on an internet webpage to view/download.

2.2 When the Purchaser places an order for goods, this is a binding offer of contract. Unless otherwise specified in the order, we are entitled to accept this offer of contract within two weeks of receipt. If the order is placed electronically and a confirmation of receipt is issued, this confirmation of receipt does not represent a binding acceptance of the order. The order confirmation may however be attached to the confirmation of receipt.

2.3 Acceptance may be provided in writing (e.g. through the order confirmation) or through delivery of the goods to the

Purchaser.

2.4 Consultancy services are complimentary additional services. They are therefore unbinding and do not affect the obligations of the Purchaser. We are only obliged to provide consultancy services if a separate additional order against payment is placed.

2.5 We are authorised to commission third parties to provide the contractually agreed services. We are generally free to choose these third parties, unless a different arrangement is expressly agreed with the Purchaser.

3. Prices and conditions of payment

3.1 Unless otherwise agreed, all prices are quoted in euros "ex works", exclusive of packaging. Prices do not include statutory sales taxes; these are applied at the legal rate current at the time of invoicing and shown on a separate line on the invoice.

3.2 Unless expressly agreed otherwise or shown on the invoice, payment must be made without discount within 15 days of the invoice date. All payments must be cashless transactions.

3.3 The Purchaser has a right of offsetting and retention only where their counterclaims are deemed legal, have been acknowledged by us or are undisputed. The Purchaser is only entitled to exercise a right of retention if its claim refers to the same legal contractual relationship.

3.4 We will only accept payment by cheque if they are honoured.

3.5 If, after concluding the contract, it becomes apparent (e.g. through an application to commence insolvency proceedings) that our claim to the agreed service in return is at risk due to the Purchaser's inability to pay, we are entitled to refuse performance and – after the notice period if applicable – withdraw from the contract in accordance with the legal provisions (Section 321 BGB). For contracts regarding the manufacture of unreasonable items (single-unit production), we can withdraw immediately; the legal regulations regarding the expendability of setting a deadline remain unaffected.

4. Delivery, acceptance and delay

4.1 The service location and place of fulfilment is Schücostr. 2, 86637 Wertingen. Any agreements regarding shipment are not agreements regarding the service location and/or place of fulfilment.

4.2 The Purchaser is obliged to accept the goods. Acceptance is always deemed the main service of the Purchaser.

4.3 If the Purchaser defaults on acceptance, fails to act in cooperation or delays our delivery for other reasons it causes, we are entitled to demand compensation for the resulting damages including additional expenditure (e.g. storage costs). To this end, we will charge a flat rate indemnity of 0.2% of the net price per working day, starting with the delivery deadline or, if there is no delivery deadline, following notification that the goods are ready to dispatch, however no more than 5% of the net price of the goods that have been accepted late. Proof of higher damages and our legal claims remain unaffected (in particular, reimbursement of additional expenses, reasonable compensation, termination); the flat rate must be credited against further monetary claims, however. The Purchaser retains the right to prove that no damages or fewer damages were incurred

by us than the above flat rate.

4.4 We are entitled at any time to provide partial deliveries and partial services, provided that this is reasonable for the Purchaser. In this case, the Purchaser is obliged to provide partial acceptance.

4.5 With regard to the supply of goods, we reserve the right to make reasonable deviations in weights, quantities and measurements as a result of technical processes. As regards weight and quantities, a variation of up to 10% is allowable.

4.6 All costs arising from testing or acceptance shall be borne by the Purchaser.

4.7 Delivery dates (a specific delivery day/week) and/or delivery periods (periods of time) are only binding for us if they have been expressly agreed as binding in writing/text. Our written order confirmation is critical for this. The agreed delivery dates/periods may be postponed by an appropriate length of time to a later date as a result of subsequent changes we have accepted depending on the extent of the change requested, unless we have expressly confirmed in writing that the delivery date/period as originally agreed can still be met.

4.8 The agreed delivery periods shall commence at the earliest when the Purchaser receives the order confirmation and once the Purchaser has submitted all documents to be provided, any necessary permits and approvals. Adherence to delivery dates will only be guaranteed if the Purchaser has submitted all the required documentation, necessary permits and approvals in good time and – if the Purchaser is required to provide payment in advance – where the Purchaser adheres to the agreed conditions of payment and fulfils all other obligations. Failure to comply with these conditions will lead to an extension of the delivery period by a reasonable length of time; this will not apply if we are responsible for the delay.

4.9 The Purchaser can send written notice to us to deliver within a suitable timeframe two weeks after missing an expected (e.g. marked as "approximate" or "expected") delivery date. The suitability of this delivery date shall be determined taking consideration of the current market situation, the Purchaser's knowledge of this upon conclusion of the contract, as well as any events beyond our control that have led to the expected delivery date being missed. The above timeframe will be extended to four weeks if the goods are to be fabricated in accordance with the specifications of the Purchaser.

4.10 If we are unable to meet delivery dates/periods for reasons beyond our control (unavailability of the service), we shall inform the Purchaser of this while also sharing the new expected delivery date/period. If the service is still unavailable by the new delivery date/within the new delivery period, we are entitled to withdraw from the contract in whole or in part; we will immediately reimburse any service in return that has already been provided by the Purchaser. An instance of unavailability of the service in this sense is in particular untimely delivery by our supplier, if we have concluded a corresponding hedging transaction, neither we nor our supplier are at fault or we are not obliged to procure in the individual case.

4.11 If we are unable to meet delivery dates/deadlines due to national or international regulations, in particular export control provisions and embargoes or comparable restrictions, we are entitled to withdraw from the contract in question in whole or in part.

4.12 The start of our delay in delivery is determined by the legal provisions. However, the Purchaser must provide a reminder in each case. If we are delayed in delivering, the Purchaser can

demand a lump-sum compensation for its damage caused by delay.

4.13 The rights of the Purchaser in accordance with Paragraph 7 of these GCC and our legal rights, in particular in the event of exclusion of the right to perform (e.g. where performance and/or subsequent performance become(s) impossible or unreasonable) shall remain unaffected.

5. Transfer of risk and dispatch; packaging/storage

5.1 The risk of accidental loss and deterioration of the goods is transferred to the Purchaser upon handover to the person designated to handle the shipment, even if this person is our employee. The same applies in the event that we assume or advance the shipment costs, as well as in the event of partial deliveries. If the handover is delayed for reasons for which the Purchaser is responsible, the risk is transferred to the Purchaser upon notification that the goods are ready to deliver.

5.2 Unloading of the goods upon delivery is always the responsibility of the Purchaser. It must be carried out immediately by the Purchaser. If the goods are unloaded by the driver or with the driver's help, this shall be exclusively at the risk and cost of the Purchaser.

5.3 In the event of cross-border delivery within the EU, the Purchaser must confirm receipt of the goods by means of Entry Certificate.

5.4 The type of packaging will be determined at our sole discretion. Simple packaging as well as boxes and crates will be charged to the Purchaser at our current packaging prices. For deliveries abroad, the Purchaser is obliged to dispose of this packaging at their own cost, unless it is reusable. The standard packaging used is only transport packaging that is intended to protect the goods (and coated surfaces in particular) during transport in closed means of transport that are not exposed to the weather. The packaging is in no way suitable for storing the goods outdoors.

6. Coating the customer's own material

6.1 With the customer's own material, the Purchaser must ensure that the ordered coating can actually be applied to their material without damaging it. Schüco assumes no guarantee for this. Schüco will share its concerns with the Purchaser only in the event of major errors that would be apparent to Schüco in light of its professional knowledge. If Schüco supplies coating raw materials such as powder or paint at the request of the Purchaser, Schüco assumes no responsibility for the suitability of the coating raw material for the intended surface finishing or the place of use of the materials coated using the coating raw material. Furthermore, any warranty or liability for the delivered coating raw material is excluded, regardless of the legal basis. Where the customer's own material is coated, liability for defects excludes any defects in the surface finish which can be attributed to a defective quality of the customer's own material for which Schüco is not responsible. Schüco is not obliged to perform a goods inward check of the customer's own material.

6.2 The Purchaser is obliged to handover the customer's own material for surface finishing in a condition that is suitable for coating. In particular, the material must be free of corrosion, material defects and foreign material (e.g. adhesive or graphite). The Purchaser can consult information sheet VOA A06 B02 (issued 2018) from the *Verband für die Oberflächenveredelung von Aluminium e.V.* (German Association for the surface finishing of aluminium, VOA) as a guide. The Purchaser must attach suitable mounting brackets to the material. Following consultation, we are entitled to produce any required mounting brackets at the cost of the Purchaser. The Purchaser must clearly

label or name on drawings the visible surfaces.

6.3 Orders must include the binding quantities in square metres as well as any information required to perform the coating, such as material, coating drawings, processing data, information about the mounting brackets, thermal stability, incompatibilities, details regarding delivery of the customer's own material to be coated. Schüco is not obliged to flag anything to the Purchaser if it does not provide this supplementary information. If this information and documentation is missing, the coating will be applied to the best of our ability and in accordance with the state of the art.

6.4 Collection by us will only take place following separate agreement at the Purchaser's expense and risk. The Purchaser must package the material to ensure that it is secure for transport.

6.5 We will coat exclusively aluminium components with maximum dimensions per component of 7200 x 1000 x 2300 mm (L x W x H). The maximum weight per component is 300 kg.

6.6 Unless expressly agreed otherwise, the powder coating is carried out to the quality level "façade quality" with a chromium-free pre-treatment and a smooth finish. RAL colours are gloss finish as standard. For any existing templates/old buildings, details of the powder supplier and the complete powder code must be provided in order to ensure precise colour specification. Any coordinating colours with existing building components must be agreed using type samples and agreed in writing with the client.

6.7 Other quality levels such as "high weather resistance" and "maximum weather resistance" may be possible following examination. Powder coatings for an order/consignment are generally coated with one batch of powder. If a project is to be delivered in one batch of powder across multiple orders, the batch of powder must be reserved in advance for a binding consignment volume.

6.8 Special colours, such as effect and trend colours, functional coatings such as anti-graffiti surface finishes, and SmartActive are ordered and produced specific to each customer order, and therefore generally entail longer delivery times. Once the order has been placed and prior to fabrication, we recommend that you request an initial sample from the first coating batch used in the project. Not all special colours are approved by the quality associations (GSB and Qualicoat).

6.9 The Purchaser/recipient must store the coated material in an indoor area that is protected from weathering and other negative influences such as contamination from materials typically found on a building site, for example dust, mortar, cleaning agents, de-icing salts, acids, alkalis, run-off water from copper roofing or planking, etc. Surfaces that are protected with a Schüco protective film have a shelf life of max. three months from delivery or film application in the indoor area protected from weathering. In the case of installation on a building site, on-site damage caused by improper welding work/insulation work/concrete and plaster work or non-neutral sealing profiles/sealing compounds or cleaning agents that damage the paint must be avoided – even if this is not the responsibility of the Purchaser.

6.10 When stacking coated profiles after processing, between each layer there must be a packing layer (soft wood such as poplar or stiff cardboard) of the same thickness and in sufficient quantity (at least 4 pieces for a 6 m bar). In addition, the coated profiles must be individually wrapped in a fleece-based material or foil to protect against abrasions. Negative influences on the coating due to evaporation of emollients or other volatile

components must be prevented by choosing a suitable protective material. Coated profiles must not be exposed to the sun when packed either. The coated goods must be stored in a way that enables ventilation in order to regulate the moisture content of the packaging.

6.11 Coated surfaces must be checked and maintained properly and regularly in accordance with the regulations of the Gütegemeinschaft für die Reinigung von Metallfassaden e.V. (GRM) or VMRG in the Benelux countries. The clients must be advised of this in writing. The coated material must be cleaned at least once per year and this task must be recorded on a log.

7. Warranty rights

7.1 Unless otherwise specified below, the legal provisions apply to the rights of the Purchaser in the event of material defects and defects in title (including incorrect deliveries and shortfalls in delivery as well as improper installation or inadequate installation instructions). In all cases, the special legal provisions regarding final delivery of the unprocessed goods to a consumer remain unaffected, even if the consumer has processed the goods (supplier recourse in accordance with Section 478 BGB). Claims from supplier recourse are excluded if the defective goods have been processed further by the Purchaser or another contractor, e.g. through installation in another product.

7.2 The basis of our liability for defects is primarily the agreement made regarding the quality of the goods. The current standards in the latest quality and test regulations for the piecework coating of aluminium components, issued by GSB International e.V., Schwäbisch Gmünd, and/or the latest regulations for coating aluminium with wet paint and powder coating for architectural applications (Qualicoat/Verband für Oberflächenveredelung von Aluminium e.V. (VOA)) are also deemed to be an agreement on the quality of the goods. This applies in particular to the surface finishes/colours shown in brochures and colour charts, and the colour or type samples sent to the Purchaser. These serve solely as examples and are not binding samples for acceptance. If the Purchaser requires binding samples, they must request these from us in writing in their order with the note "binding surface finish control samples". The transferred, binding surface finish control samples only become binding following written approval from the Purchaser. We reserve the right to make changes and to correct errors in the named documents. The supplied goods may differ from illustrations. The reference to technical standards only serves to describe the service and must not be interpreted as a guarantee of quality. We reserve the right to make alterations to the design, material, style and profile construction and any other changes required for reasons of technical progress, within the bounds of what is reasonable, at any time and without prior notice. If any of our documentation, in particular manuals, brochures and data sheets, use the term "guarantee", this is an independent guarantee which is not connected to the legal claims for defects.

7.3 In continued heat of over 70°C, changes to surface finishes as a result of this heat are not defects.

7.4 Surface finishes are only suitable for areas subject to typical central European natural weathering. Coated surfaces must not be used at locations within areas directly influenced by emission sources (within an approx. 100-metre radius), which could damage the paint on the coated surface. Emission sources include areas within 500 metres of bodies of water (salt water or fresh water). The formation of filiform corrosion is not a defect, unless the material has been pre-anodised before coating. Pre-anodising must be expressly requested in writing by the Purchaser.

7.5 With powder coatings, the use of different batches of powder may lead to variations in appearance of the coatings. For the powder coating of pre-rolled bars, the surface finish of the polymer bars is also not a regulated coating surface, meaning that complete coating free of air bubbles on the polymer bar is not guaranteed.

7.6 In the case of coatings ordered at different times in the same surface finish/colour, variations in colour and surface finish are unavoidable during production and are therefore not a defect. This also applies if the Purchaser subsequently changes the originally agreed quantity of material to be coated in a consignment.

7.7 The evenness of coatings on different surfaces (e.g. galvanised steel, cast parts) cannot be guaranteed, which means that justified variations are not defects.

7.8 If the Purchaser commissions another third party in addition to Schüco to coat the material, the same colour/surface finish may vary for production-related reasons. These variations are not defects. Schüco cannot provide a guarantee for colour uniformity. This is also the case if Schüco processes the coating ordered from Schüco via the same third party. If the quality has not been agreed, an assessment must be made as to whether or not there is a defect, in accordance with the legal regulations (Section 434(1)(2) and (3) BGB and Section 633 (2)(2) BGB). However, we assume no liability for public statements from the manufacturer or other third party (e.g. advertising statements) which the Purchaser has indicated to us as not being decisive for their purchase.

7.9 The Purchaser's claims for defects are subject to them having met their legal obligations to carry out inspections and give notice of defects (Sections 377 and 381 of the German Commercial Code (HGB)). The Purchaser's claims for defects in the surface finishing of the customer's own material are likewise subject to Purchaser having met the following obligations to carry out inspections and give notice of defects. Construction materials and other goods for installation or for further processing must be inspected no later than immediately before fabrication. If a defect is discovered during delivery, the inspection or at another later point, we must be notified of it in writing straightaway. We must be notified of any visible defects within 7 working days from delivery and of undetectable defects found during the inspection within 7 working days of discovery. If the Purchaser fails to perform a proper inspection and/or notify us of defects, our liability for the defect that was not reported at all, on time or properly is excluded in accordance with the legal regulations. Surface finishing of the customer's own material is deemed to be accepted 12 working days after delivery. This does not apply if the acceptance is rejected within the period mentioned above, with at least one significant defect being named. Payment of our invoice, without reservation, is also deemed as acceptance. The option to set a deadline for acceptance in accordance with Section 640(2) BGB remains unaffected. The option for the Purchaser to accept the service by means of another declaration likewise remains unaffected.

7.10 If the delivered item is defective, we can first decide whether we would like to rectify this by fixing the defect (remedial work) or by supplying a defect-free item (replacement delivery). Our right to refuse rectification in accordance with the legal requirements remains unaffected.

7.11 We are entitled to withhold the owed rectification until the Purchaser provides the agreed service in return due. However, the Purchaser is entitled to withhold a suitable amount of the agreed service in return proportionate to the defect.

7.12 The Purchaser must allow us the time and opportunity

required for rectification, and in particular they must hand over the disputed goods for inspection purposes. In the event of replacement delivery, the Purchaser must send back the defective item in accordance with the legal regulations. The Purchaser must ensure that the defective item is securely packaged for transport and is securely protected against environmental influences. Rectification generally does not include dismantling of the defective item nor reinstallation, if we were not originally required to carry out installation. However, as part of the rectification, we are entitled at our discretion to dismantle the defective item and reinstall the new item – and to have this carried out by third parties we have commissioned.

7.13 We shall bear or reimburse the costs necessary for the inspection and rectification, in particular the transport, travel, labour and material costs, as well as dismantling and installation costs if necessary, in accordance with the legal regulations, if indeed a defect exists. Otherwise, we can claim reimbursement from the Purchaser for the costs incurred from the unjustified request for defect rectification (in particular testing and transport costs), unless the Purchaser was unable to identify the lack of defectiveness.

7.14 The Purchaser may only rectify the defect themselves in urgent cases, e.g. those that threaten to disrupt operations or to prevent disproportionate damage, and demand compensation for objectively necessary expenses. We must be notified immediately of any kind of self-rectification, and where possible beforehand. There is no right to self-rectify if we would have been entitled to refuse corresponding rectification in accordance with the legal regulations.

7.15 If rectification fails or a suitable deadline to be set by the Purchaser for the rectification expires without success or is dispensable in accordance with the legal regulations, the Purchaser can withdraw from the contract or reduce the agreed service in return. However, there is no right of withdrawal for negligible defects.

Claims from the Purchaser for damages or compensation for wasted efforts shall only exist in accordance with Paragraph 7 and are otherwise excluded.

8. Other liability

8.1 Unless otherwise stated in these GCC (including in the provisions below), we shall be liable in the event of a breach of contractual and non-contractual obligations in accordance with the legal regulations.

8.2 We shall be liable to pay damages or compensation for wasted efforts – regardless of the legal reason – within the scope of fault-based liability in the event of intent and gross negligence. In the case of minor negligence, we shall be liable only in the following cases, subject to statutory limitations of liability (e.g. diligence in our own affairs, negligible breach of obligations):

8.3 a) For damages arising from injury to life, limb or health

8.4 b) For damages arising from infringement of an essential contractual obligation (an obligation which must be fulfilled to enable the correct execution of the contract and on the observation of which the contractual partner regularly depends and may regularly depend); in this case, however, our liability is limited to compensation for foreseeable, typical damages.

8.5 The limitations of liability resulting from Paragraph 8.2 also apply to breaches of duty by or for the benefit of persons whose fault we are responsible for in accordance with the legal regulations. They do not apply if we have wilfully concealed a defect or assumed a guarantee for the quality of the goods and for any claims from the Purchaser in accordance with the Product

Liability Act.

8.6 The Purchaser can only withdraw or terminate due to a breach of duty that does not consist of a defect if we are responsible for the breach of duty. A free right of termination by the Purchaser (in particular in accordance with Sections 650 and 648 BGB) is excluded. The legal regulations and consequences also apply.

9. Limitation period

9.1 In a departure from Section 438 (1)(3) BGB and Section 634a (1)(1) BGB, the general limitation period for claims from material defects and defects in title is one year from delivery. If an acceptance is agreed, the limitation period shall begin with acceptance.

9.2 Special legal regulations regarding limitation periods remain unaffected (in particular, Section 438 (1)(1) and (1)(2), (3), Sections 444, 445b, and Section 634a (1)(2), (3) BGB).

9.3 The above limitation periods also apply to contractual and non-contractual claims for damages by the Purchaser, which refer to a goods defect, unless the application of the regular legal limitation period (Sections 195 and 199 BGB) would lead to a shorter limitation period in the individual case. However, claims for damages from the Purchaser in accordance with sentence 1 and 2(a) of Paragraph 8(2) and in accordance with the Product Liability Act shall lapse exclusively in accordance with the legal limitation periods.

10. Reservation of property rights

10.1 We retain ownership of the goods until all payments arising from the business relationship with the Purchaser have been received. In case of actions in violation of the contract on the part of the Purchaser, in particular in the event of default on payment, we are entitled to take back the goods supplied after withdrawing from the contract. We shall be entitled to inspect the goods in our possession at any time at the location in which they are held. If, after withdrawing from the contract, we assert our right to repossession, the Purchaser shall permit us without contradiction to take the goods which are our property irrespective of whether or not they have been further processed, and to this end, allow us access to the place in which they are located. Repossession and seizure of the goods by us represents our withdrawal from the contract but does not affect our right to claims for damages. After withdrawal we shall be entitled to utilise the goods, and any proceeds from this shall be credited against the obligations of the Purchaser after appropriate deductions for costs incurred.

10.2 The Purchaser shall handle the goods with care; in particular, the Purchaser shall insure the goods at their own costs against damage from fire, water or theft to the replacement value of the goods. The Purchaser shall bear the cost of any maintenance and inspection work required, and carry these out in a timely manner.

10.3 The Purchaser shall inform us immediately in writing in the case of seizure of the goods or other intervention by third parties, so that we might take action in accordance with Section 771 of the Code of Civil Procedure (ZPO). In the case of seizure, the Purchaser shall attach a copy of the seizure report. Insofar as the third party is not able to reimburse us for legal and out of court costs of an action in accordance with Section 771 ZPO, the Purchaser shall be liable for any resulting losses incurred by us.

10.4 The Purchaser shall be entitled to sell on the goods by means of a proper business transaction; this entitlement shall cease, however, if the Purchaser withholds payments. The Purchaser shall absolve us from this moment from all claims to

the value of the final invoice balance (including sales tax) of our claim, which arise from claims against his customer or third parties as a result of selling on reserved goods, regardless of whether or not the goods were sold unprocessed or after processing. However, if there should be other suppliers with a share in the goods which have been sold on, the Purchaser shall absolve us from claims arising from the action of selling on using the ratio of the final invoice balance (including sales tax) relating to the goods supplied by us to the total invoice balance relating to goods supplied by the other suppliers. This ceding is necessary to safeguard all current and future claims arising from the business relationship with the Purchaser. The Purchaser shall still be entitled to this claim after cession. The Purchaser shall thus act as our agent. Our authority to collect payment directly is unaffected. However, we undertake not to make a claim if the Purchaser complies with his payment obligations from the proceeds, does not fall behind with payments, and, in particular, if no application is made to start bankruptcy, settlement or insolvency proceedings, or for suspension of payment. Should this be the case, however, we shall be entitled to demand that the Purchaser inform us of the ceded claims and their debtors, provide all details required for collecting the payments, hand over the appropriate documents and inform the debtors (third parties) of the cession.

10.5 All processing and reconstruction of goods by us and by the Purchaser will be done on our behalf as manufacturer. Should the goods be processed using other objects which do not belong to us, we shall have a claim to shared ownership of the new item in a ratio of the value of the goods (final invoice balance including sales tax) to the other processed items at the time of processing. As far as the goods resulting from processing are concerned, the same applies as for goods delivered under the conditions above.

10.6 Should the goods be irrevocably combined with other objects which do not belong to us, we shall have a claim to shared ownership of the new item in a ratio of the value of the goods (final invoice balance including sales tax) to the other combined items at the time of processing. Should the result of combining be that the Purchaser's finished item is deemed to constitute the main part, it is accepted as agreed that the Purchaser shall transfer shared ownership to us pro-rata. In this way, the Purchaser shall retain the resulting sole or shared ownership on our behalf.

10.7 The Purchaser shall surrender to us claims which we have accepted for our dues which form part of any relationship with respect to the goods and a plot of land in connection with a third party.

10.8 Where goods are installed by the Purchaser on the property of a third party as a significant component due to the requirements of a contract for works, the Purchaser shall transfer their claim in debt law for a mortgage to be taken out for safeguarding purposes to the value of the goods (final invoice balance including sales tax).

10.9 We undertake to release the securities to which we are entitled at the request of the Purchaser insofar as the realisable value of our securities does not exceed the claims to be guaranteed by more than ten per cent; the selection of the securities to be released shall be our responsibility.

10.10 Where deliveries are made against advance payment, we waive all the abovementioned simple, extended and prolonged rights of retention of title. In the event of advance payments, ownership of the goods is transferred to the Purchaser upon receipt of payment or when the goods are handed over.

11. Other provisions

11.1 We reserve all property rights, patent rights, design rights, copyrights and/or other property rights to illustrations, drawings, drafts, designs, calculations and other documentation. This also applies to documents classed as “confidential”. The Purchaser must obtain our express written consent before passing these on to third parties. The Purchaser shall expressly recognise all property rights to which we are entitled. The Purchaser shall use the documents transferred to them solely for the purposes for which they have received them.

11.2 If we produce tools or have tools produced for orders of the Purchaser, and invoice the Purchaser for part of the costs incurred for this, these tools including their accessories will not be reassigned to the Purchaser, nor will the Purchaser have any claim to their issue. In particular, the tools will not be delivered to the Purchaser. From a VAT perspective, payment of tool costs is made for a separate service.

11.3 The Purchaser's rights under the contract are not transferable, with the exception of monetary claims.

11.4 We process personal data where this is required in order to fulfil the business relationship with the Purchaser (legal basis for this is Article 6(1)(b) GDPR). We will not pass on this personal data to third parties unless this is required in order to provide the services to the Purchaser. Should we use third-party services for part of our service provision, we shall ensure that these service providers either do not (cannot) become aware of the personal customer data, or (can) only become aware of it if the legal requirements are met. If a payment term is granted, we shall transfer the Purchaser's personal data to our credit sale insurer. Transfer shall only take place in each individual case following a prior check, provided that this is required to ensure our legitimate interests.

11.5 If goods fall under the REACH regulation (EC) No. 1907/2006, the Purchaser is obliged to observe the product-specific safety data sheet during storage and processing of the goods, and to transfer corresponding data to their customers if the goods are sold on. The latest safety data sheets can be found at <http://dc.schueco.com/sds>, or the Purchaser can request them from their contact in our Sales Administration team.

12. Applicable law and jurisdiction

12.1 The law of the Federal Republic of Germany applies to these GCC and the contractual relationship between us and the Purchaser, with the exclusion of international uniform law, and in particular the United Nations Convention on Contracts for the International Sale of Goods.

12.2 If the Purchaser is a merchant within the meaning of the German Commercial Code, a corporate body under public law or special fund under public law the exclusive (and international) place of jurisdiction for all disputes arising directly or indirectly from the contractual relationship is our registered office in Bielefeld. The same applies if the Purchaser is a trader within the meaning of Section 14 BGB. However, we are entitled in all cases to take action at the place of fulfilment of the delivery obligation in accordance with these GCC or an overriding individual agreement or at the general place of jurisdiction of the Purchaser. Overriding legal regulations, in particular regarding exclusive responsibilities, remain unaffected.