

GENERAL TERMS AND CONDITIONS OF BUSINESS, LAST REVISED DECEMBER 2022

Clause 1 General information – Scope of validity

(1) Our terms and conditions of sale have exclusive validity; we do not acknowledge conflicting conditions or conditions laid down by the customer that differ from our terms and conditions of sale unless consented to by us in writing. Our terms and conditions of sale also apply if we carry out the delivery unconditionally in full knowledge of conflicting conditions or conditions laid down by the customer that differ from our terms and conditions of sale. Our terms and conditions of sale also apply to all future transactions with our contracting party, even if our terms and conditions of sale are not agreed separately once again in each individual case. (2) All agreements made between us and the customer for the execution of this contract are set down in writing in this contract. (3) Our terms and conditions of sale only apply to dealings with companies within the meaning of Section 310 (1) of the German Civil Code (BGB).

Clause 2 Quotations – Quotation documents

(1) Our quotation documents, including indications of price, are subject to change and are non-binding. This is also the case if we have provided the customer with catalogues, technical documentation (e.g. drawings, plans, calculations, costings, references to DIN standards) or other product descriptions or documents, including any in electronic form. The data contained therein (particularly weights, dimensions, colours, designs or other technical information) is only definitive to an approximate extent unless its usability for the purpose stipulated in the contract requires an exact match. The information does not constitute any guaranteed quality features. Deviations considered standard in the industry as well as modifications required on legal or technical grounds are permitted unless they impair the usability for the agreed purpose. We shall notify our contracting party of any deviations and modifications without delay. (2) The customer's purchase order for the goods is regarded as a binding offer of contract in accordance with Section 145 BGB. We are entitled to accept this within two weeks of receipt at our premises by means of an order confirmation. (3) We reserve title and copyright to catalogues, technical documents and other product descriptions and documents. This also applies to written documents marked "vertraulich" ("confidential"). The customer requires our express written consent before passing them on to third parties.

Clause 3 Prices – Payment terms

(1) Unless otherwise indicated in the order confirmation, our prices are deemed to be "ex works" excluding packaging, which is to be billed separately. (2) Our prices do not include statutory VAT, which will be shown separately on the invoice at the statutory rate on the date of invoicing. (3) We reserve the right at our discretion to make reasonable changes to our prices for future orders and purchase orders, i.e. those that have not yet been accepted. (4) The deduction of discounts requires a specific written agreement. (5) Unless otherwise indicated in the order confirmation, the purchase price is due net (without any deductions) within 30 days of the invoice date. The statutory provisions on the consequences of being in default shall apply. (6) The customer shall only have rights of set-off if their counterclaims have been declared final in a court of law, are undisputed or have been recognised by us. The customer is also entitled to exercise the right of retention insofar as their counterclaim comes under the same contractual relationship.

Clause 4 Delivery times

(1) The start of the delivery time indicated by us is contingent on all technical queries being answered and the signed order confirmation being returned by the customer. (2) Our compliance with our delivery obligation is also conditional upon the customer fulfilling their own obligation properly and in good time. We reserve the right to claim non-performance of the contract as a defence. (3) If the customer is late accepting a delivery or violates other cooperation obligations through their own fault, we will be entitled to demand compensation for the damage that we have incurred in this respect, including any additional expenses. Any further claims or rights shall remain reserved. (4) Insofar as the criteria in paragraph (3) are met, the risk of accidental loss or accidental deterioration of the item purchased shall pass to the customer at the point in time at which the customer is late accepting their delivery or is in default. (5) The delivery times or deadlines that we specify are only approximate unless a fixed delivery time or fixed deadline has been expressly agreed. We are entitled to indicate a specific delivery deadline. (6) We assume no responsibility for delays in delivery due to force majeure or other events that were not foreseeable when the contract was concluded and for which we are not responsible (e.g. war, strikes, lawful lockouts, epidemics, shortage or lack of raw materials, energy or labour, incorrect or delayed delivery by our suppliers or other disruptions in business operations (disruptions)). In this case, the delivery period will be extended at least by the time required to eliminate the disruption, insofar as the disruption affects the production or shipping of the goods. We will inform the customer of the start and end of such disruptions immediately by way of a letter communicating the delay in delivery. (7) If the disruption makes delivery significantly more difficult or impossible for us and is not temporary in nature, we shall be able to rescind the contract in whole or in part. Any payments made must be returned without delay in the event of a rescission. Additional claims for damages by our customer are excluded. A non-temporary disruption as defined above is assumed if it lasts longer than five weeks. If it becomes unreasonable for the contracting party to accept the goods due to a non-temporary disruption, the contracting party may also rescind the contract by setting a time limit by way of a written declaration to us.

Clause 5 Delivery to the customer's address

If we have agreed to deliver the goods to the customer's address, the customer must provide an unloading site suitable for unloading from a lorry and must take receipt of the goods at this unloading site. No additional services on delivery of the goods by us or by forwarders commissioned by us, such as taking goods from the unloading site into the warehouse, have been agreed.

Clause 6 Transfer of risk – Packaging costs

(1) Unless otherwise indicated in the order confirmation, delivery is agreed "ex works". (2) Specific agreements apply to taking back packaging. (3) We shall take out transport insurance for the delivery if the customer so wishes, with the relevant costs being borne by the customer.

Clause 7 Liability for defects

(1) The customer may only assert claims for defects if they duly fulfilled their duties of inspection and notification under Section 377 of the German Commercial Code (HGB). (2) Our goods are manufactured in an industrial process and intended for use by end consumers in their own homes. Insofar as a defect in the item purchased is recognised by us or considered justified in a court of law, gudcina shall be entitled, at its discretion, either to effect subsequent performance (including delivery of individual or several defective components or accessories to the goods) or to deliver new goods free of defects. If we choose to remedy the defect, we shall be obliged to bear all the costs incurred in effecting subsequent performance, particularly transport, travel, labour and material costs, unless these are increased by the item purchased having been moved to a place other than the place of performance. We have no obligation to effect subsequent performance if the contracting party modifies the goods or has them modified without our consent and this is the sole factor that makes it impossible or unreasonably more difficult for us to remedy the defect. The same applies to other warranty claims. (3) Should the second attempt to remedy the defect fail, the customer shall be entitled to choose to withdraw from the contract or ask for a reduction. Withdrawal is only an option if the defect is not insignificant (i.e. the cost of remedying it must exceed at least 10% of the invoice amount). (4) Insofar as our goods are to be considered digital products (Section 327 (1) sentence 1 BGB) or goods with digital elements (Section 327a (3) sentence 1 BGB), our contracting party shall first attempt to obtain updates in accordance with Section 327f BGB or Section 475b (3) no. 2 and (4) no. 2 BGB from the designated actual manufacturer of the digital product or of the goods with digital elements. The statutory liability laws will then apply. (5) The limitation period for claims for defects shall be twelve months, beginning from when risk is transferred, unless mandatory statutory provisions or special statutory provisions on limitation stipulate otherwise. Neither shall this apply insofar as the item purchased is normally used for a building and has caused the defect or in cases covered by Clause 9 of these terms and conditions of sale.

Clause 8 Compliance with local safety and security laws and regulations

(1) The customer is obliged to comply with local laws and regulations when launching or processing products (anywhere in the world). We cannot be held liable if the customer does not follow these "local" laws and regulations. (2) In particular, the customer must comply with the local regulations and laws applicable to safety, security, construction and operators at the installation site to ensure the proper installation and use/operation of partition wall and sliding door systems in accordance with the relevant state of the art. If necessary, they shall obtain the permits applicable or required locally for the installation and use of the systems and ensure that the requisite conditions are in place. In this respect, the customer shall also, amongst other things, bear particular responsibility for establishing what glass/safety glass has to be installed in the system for the respective situation under building and usage law as required under the regulations applicable locally. We are not responsible for compliance with these regulations applicable locally to construction and operators and are therefore not liable either for any legal consequences that may result from a violation of these locally applicable regulations. In all other respects, our liability – particularly under product liability law – shall remain unaffected.

Clause 9 Overall liability

Our liability for damages based on fault, irrespective of the legal grounds, particularly arising from impossibility, default, defective or incorrect delivery, breach of contract, violation of duties during contractual negotiations and tortious acts, is limited as follows:

(1) We are not liable in the event of simple negligence by our corporate bodies, legal representatives, employees or other vicarious agents unless a violation of material contractual obligations (cardinal obligations) is involved. The obligation to deliver the goods on time, free of substantial defects as well as the consultation, protection and care obligations intended to enable our contracting party to use the goods in accordance with the agreement or to protect the life and health of its staff or protect its property against substantial damage are considered material obligations. (2) If we are, on the merits, liable for damages, this liability is limited to damages that were foreseen by us at the time we entered into the agreement as a possible consequence of a breach of contract or that we could have foreseen if we had exercised the customary level of care. Moreover, any damage not on the goods themselves (indirect damage) but resulting from defects of the goods is recoverable only insofar as such damage is typically to be expected if the goods are used as intended. (3) If our liability to pay compensation is excluded or limited, this shall also apply to the personal liability to pay compensation incumbent on our corporate bodies, legal representatives, staff, employees, workers, representatives and vicarious agents. (4) The abovementioned limitations do not apply to our liability for intentional actions, gross negligence, guaranteed quality features, injury to life or health, or our liability under the German Product Liability Act.

Clause 10 Retention of title

(1) We shall retain title to the item purchased until all payments under the delivery contract have been received. In case of breach of contract on the part of the customer, especially in the event of default, we shall be entitled to take back the item purchased. Our taking back of the item purchased shall constitute withdrawal from the contract. We shall be entitled to make use or dispose of the item purchased after taking it back, with the proceeds from such use or disposal being offset against the customer's liabilities after deducting a reasonable amount for utilisation or disposal costs. (2) The customer is obliged to treat the item purchased with care; in particular, they are obliged to take out sufficient insurance for it at its replacement value at their own cost, covering damage or loss due to fire, water and theft. The customer shall perform any necessary maintenance and inspection work in good time at their own cost. (3) In the event of seizures or other interventions by third parties, the customer shall notify us immediately in writing so that we can take legal action in accordance with Section 771 of the German Code of Civil Procedure (ZPO). Should the third party be unable to reimburse us for the court and out-of-court costs of legal action in accordance with Section 771 ZPO, the customer shall be liable for the loss incurred by us. (4) The customer shall be entitled to resell the item purchased in the ordinary course of their business; even at this early stage, however, they shall hereby assign to us all receivables due from their customers or third parties in the amount of the final invoice amount (including VAT) of our claim that they are due as a result of the resale, regardless of whether the item purchased was resold without or after processing. The customer shall remain entitled to collect these receivables even after the assignment. Our right to collect the receivables ourselves shall remain unaffected. However, we undertake not to do so as long as the customer fulfils their payment obligations from the proceeds obtained and is not in default and, in particular, if no application has been filed for the institution of composition or insolvency proceedings or payments have been suspended. If this is the case, however, we may demand that the customer inform us of the assigned receivables and their debtors, make all disclosures required for collection, deliver the relevant documents and inform the debtors (third parties) of the assignment. (5) The processing or transformation of the item purchased by the customer shall always be carried out on our behalf. If the item purchased is processed together with other items not belonging to us, we shall acquire joint title to the new item in the ratio of the value of the item purchased (final invoice amount including VAT) to the value of the other processed items at the time of processing. In all other respects, the item created by the processing shall be subject to the same reservations as the purchased item supplied under reservation. (6) If the item purchased is mixed with other items not belonging to us so as to make them inseparable, we shall acquire joint title to the new item in the ratio of the value of the item purchased (final invoice amount including VAT) to the value of the other mixed items at the time of mixing. If the mixing process is such that the customer's item is regarded as the principal item, then it shall be deemed to have been agreed that the customer shall transfer joint ownership to us on a pro rata basis. The customer shall preserve the sole or joint title thus created on our behalf. (7) The customer shall also assign to us the claims needed to secure our own claims against him that accrue against a third party by the purchased item being linked to a piece of real estate. (8) At the customer's request, we undertake to release the securities due to us insofar as the realisable value of our securities exceeds the claims to be secured by more than 10%; we shall be free to choose which securities to release.

Clause 11 Trademark law – Copyright and competition law

(1) The name "gudcina" is comprehensively protected under trademark law, particularly as a registered word mark and as a company trademark. The name "gudcina" may only be used with our express consent. Our consent to use it may be revoked at any time without us having to give any reasons. (2) The use of the name "gudcina" as a company identifier (e.g. as a company name or business designation), as an element of a company identifier, as an Internet domain address or as an element thereof (e.g. in the combination www.gudcina-placename.de) is not permitted as a basic principle. (3) All gudcina information and designs, particularly photos, illustrations, sketches, drawings, logos, product descriptions and data, instructions, brochures and web pages as well as its entire corporate design are protected by copyright and/or competition law. Their use is only permitted with our express consent. Our consent to use them may be revoked at any time without us having to give any reasons. (4) Copyright information (©) must not be removed from our goods, abridged or rendered illegible. (5) In the event that goods supplied by us should be in violation of industrial property rights or the copyright of a third party, we will, at our option and at our expense, replace or modify the goods or obtain a right of use for ourselves or our contracting party by entering into a corresponding licence agreement. Any claims for damages by our contracting party are subject to the limitations set forth in section 9.

Clause 12 Place of jurisdiction – Place of performance

(1) Insofar as the customer is a merchant, the location of our registered office shall be the place of jurisdiction; however, we shall also be entitled to bring legal action against the customer before the court of their domicile. (2) The law of the Federal Republic of Germany shall apply to the exclusion of German international private law and the United Nations Convention on Contracts for the International Sale of Goods (Vienna Convention; CISG). (3) Unless otherwise indicated in the order confirmation, the location of our registered office shall be the place of performance.