

**Logis AG**  
**General Terms and Conditions of Sale and Delivery**  
**(Status November 2020)**

**I. General - Scope of Application**

Our deliveries and services are provided exclusively according to the following General Terms and Conditions of Sale and Delivery (GTC). These GTCs only apply to merchants and entrepreneurs according to § 14 German Civil Code (*Bürgerliches Gesetzbuch/BGB*). These GTCs shall also apply to all future transactions between the contracting parties, without any special renewed reference. They shall also apply if we do not expressly refer to them in subsequent contracts, in particular also if we make deliveries or provide services to the customer without reservation in the knowledge that the customer's terms and conditions of business are contrary to or deviate from our GTCs.

**II. Offers and Conclusion of Contract, Service Content**

1. Our offers to the customer are not binding. Only the order of the customer is considered as a binding offer. Acceptance of this customer's offer is made at our discretion within four weeks of receipt by sending an order confirmation or by providing the ordered delivery or services without reservation.
2. The technical data and descriptions in the respective product information, technical data sheets or advertising material do not constitute a guarantee of the quality or durability of the goods to be delivered by us.
3. In the case of sales based on samples or specimens, these shall provide a general description of the goods only, but do not constitute a guarantee for the quality or durability of the goods to be delivered by us.
4. We reserve the right to make reasonable technical changes.
5. We provide application-related advice to the best of our knowledge. All data and information on the suitability and application of our goods do not release the customer from the need to carry out his own tests and trials to determine the suitability of the products for the intended processes and purposes.

**III. Prices, Terms of Payment, Default of Payment**

1. The prices are valid for the scope of services and deliveries listed in the order confirmations. The prices are in Euro ex works plus packaging and the statutory value added tax (currently 19%) where applicable. In the case of a sale by delivery to a place other than the place of performance, the costs for transport ex works shall be added; in the case of export deliveries, any customs duties, fees, taxes and other public charges shall also be added.
2. We reserve the right to adjust our prices appropriately if, after the conclusion of the contract, cost changes occur due to wage settlements, price increases by our suppliers or exchange rate fluctuations.
3. Our invoices are to be paid 5 days after receipt without deduction, unless a different term of payment has been agreed. After expiry of the due date stated on the invoice, the customer shall be in default in accordance with § 286 II No. 2 BGB.
4. The receipt of payment by us is decisive for the question of the timeliness of the payment. Discounts and rebates are only granted on the basis of special agreements. A discount deduction on a new invoice is excluded as long as older invoices have not yet been properly paid.
5. The customer shall only be entitled to set-off and retention rights if his counterclaims have been legally established, acknowledged by us or are not disputed by us. Furthermore, the right of retention only exists if the asserted claim is based on the same contractual relationship as our claim.
6. If the customer does not pay a due invoice, exceeds a granted payment term or if the customer's financial circumstances deteriorate after conclusion of the contract or if we receive unfavorable information about the customer after conclusion of the contract which calls into question the customer's solvency and creditworthiness, we are entitled to call due the entire remaining debt of the customer or to withdraw from the contract, to demand advance payments or securities or, after delivery has been effected, immediate payment of all our claims based on the same legal relationship. This applies in particular if the customer stops payments, a cheque from the customer or a direct debit is not honoured, a bill of exchange issued by the customer is not paid by the customer, insolvency proceedings have been opened or insolvency proceedings have not been opened due to lack of assets.

**IV. Delivery and Performance Time**

1. Deliveries are ex works. Deadlines and dates for deliveries and services promised by us are always approximate, unless a fixed deadline or date has been expressly promised or agreed upon. If shipment has been agreed upon, delivery periods and delivery dates refer to the time of handover to the forwarding agent, carrier or other third party commissioned with the transport.
2. We may - without prejudice to our rights arising from default on the part of the customer - demand an extension of delivery and performance periods or a postponement of delivery and performance dates by the period in which the customer fails to meet his contractual obligations to us.
3. We shall not be liable for impossibility of delivery or for delays in delivery if these are caused by force majeure or other events that were not foreseeable at the time of conclusion of the contract (e.g. operational disruptions of all kinds, difficulties in procuring materials, transport delays, strikes, official measures or the failure of suppliers to deliver, incorrect delivery or delayed delivery, pandemics) for which we are not responsible. If we are unable to meet binding delivery deadlines due to such events, we shall inform the customer of this immediately and at the same time inform him of the expected new delivery deadline. If the service is not available even within the new delivery period, we shall be entitled to withdraw from the contract in whole or in part; we shall immediately reimburse any consideration already provided by the customer in this respect.
4. We shall be entitled to make partial deliveries if the partial delivery is usable for the customer within the scope of the contractual purpose and the customer does not incur unreasonable additional expenses as a result of the partial delivery.
5. All deliveries and services are subject to the proviso that there are no obstacles to fulfillment due to national or international export regulations, in particular export control regulations as well as embargo regulations and other sanctions. Delays due to export inspections and approval procedures shall invalidate any deadlines and delivery dates. If necessary approvals are not granted, the contract shall be deemed not concluded with respect to the goods concerned. The observance and implementation of the relevant provisions regarding the import of the delivery items (e.g. import licenses, import regulations, permits,

foreign exchange transfer permits etc.) and other foreign trade regulations and formalities

applicable outside the Federal Republic of Germany are subject to the sole responsibility of the customer.

**V. Transfer of Risk, Transportation Costs and Packaging Costs**

1. Unless otherwise expressly agreed upon in writing between us and the customer, delivery shall be ex our works or warehouse and shall be collected from there by the customer at his own risk and expense. In this case, the risk of accidental loss and accidental deterioration of the contractual delivery items after they have been made available for collection shall pass to the customer upon receipt by the customer of the notification of readiness for collection. In all other respects, the risk of accidental loss and accidental deterioration of the delivery items shall pass to the customer upon handover to the carrier (also in the case of carriage paid delivery or delivery transported by us).
2. Disposable packaging will not be taken back by us. Instead, we shall inform the customer of a third party who will accept the packaging in accordance with the packaging regulations.

**VI. Duties of the Customer/Reservation of Title**

1. The delivered goods shall remain our property until the purchase price and all other granted or future claims against the customer to which we are entitled from the business relationship have been paid in full.
2. The inclusion of the purchase price claim against the customer in a current invoice and the recognition of a balance shall not affect the reservation of title. Purchase price claims shall not be deemed to have expired despite payment as long as any liability we have assumed in connection with a bill of exchange, e.g. within the scope of a cheque-bill of exchange procedure, continues to exist.
3. The customer is obliged to treat the purchased item with care; in particular, he is obliged to insure it sufficiently at his own expense against loss, damage and destruction, e.g. against fire, water and theft, at replacement value. The customer hereby assigns to us his claims arising from the insurance contracts. We accept this assignment.
4. The customer may neither pledge nor assign by way of security the goods which are our property. The customer must inform us immediately in writing if an application for the opening of insolvency proceedings on his assets has been filed or is to be filed according to the statutory provisions. In the event of enforcement measures by third parties which are directed against items which are subject to our retention of title, the customer must inform the third party of our retention of title and inform us immediately of the enforcement measure.
5. If the customer acts in breach of contract, in particular if he fails to pay the due purchase price, we shall be entitled to withdraw from the contract in accordance with the statutory provisions and to demand the return of the goods on the basis of the reservation of title and the withdrawal. If the customer does not pay the due purchase price, we may only assert these rights if we have previously set the customer a reasonable deadline for payment without success or if such setting of a deadline is dispensable according to the statutory provisions.
6. Until revocation in accordance with sub-section c), the customer is authorized to resell and/or process the goods subject to retention of title in the ordinary course of business. In this case the following provisions shall apply in addition.
  - a) The retention of title shall extend to the full value of the products resulting from the processing, mixing or combination of our goods, whereby we shall be deemed the manufacturer. If, in the event of processing, mixing or combination with goods of third parties, their right of ownership remains, we shall acquire co-ownership in the ratio of the invoice values of the processed, mixed or combined goods. In all other respects, the same shall apply to the resulting product as to the goods delivered under reservation of title.
  - b) The customer hereby assigns to us by way of security all claims against third parties arising from the resale of the goods or the product, or in the amount of our possible co-ownership share. We accept the assignment. With regard to these claims, the customer is not entitled to agree a current account relationship or prohibition of assignment with his customers or to assign them to third parties. In all other respects, the obligations of the customer set out in paragraph 4 shall also apply in respect of the assigned claims.
  - c) The customer shall remain authorized to collect the claim in addition to us. We undertake not to collect the claim as long as the customer meets his payment obligations to us, there is no defect in his ability to pay and we do not assert the reservation of title by exercising a right in accordance with paragraph 5. If this is the case, however, we can demand that the customer informs us of the assigned claims and their debtors, provides all information necessary for collection, hands over the relevant documents and informs the debtors (third parties) of the assignment. Furthermore, in this case we shall be entitled to revoke the customer's authority to further sell and process the goods subject to retention of title.
  - d) If the realizable value of the securities exceeds our claims by more than 10%, we shall release securities of our choice at the request of the customer.
7. The authorization granted to the customer under paragraph 6 shall not apply if the customer has assigned or pledged in advance to a third party the claim against his contractual partner arising from the resale of the goods or has agreed with him a prohibition of assignment. If, contrary to paragraph 6 b) sentence 3, a current account relationship exists between the customer and the purchaser of our reserved goods, the claim assigned in advance shall also refer to the acknowledged balance and, in the event of the purchaser's insolvency, also to the balance then existing.

**VII. Rights of the Customer in case of defects**

1. The basis of our liability for defects is the agreement reached on the quality of the goods. The product descriptions (including those of the manufacturer) designated as such, which we provided to the customer prior to his order or which were included in the contract in the same way as these GTCs, shall be deemed to be the agreement on the quality of the goods. If the quality has not been agreed upon, the legal regulation shall be used to determine whether a defect exists. We do not assume any liability for public statements made by a manufacturer or other third parties (e.g. advertising statements) which deviate from our own.
2. Obvious material defects, wrong deliveries and deviations in quantity must be reported to us by the customer in writing without delay, at the latest, however, seven days after receipt of the goods. Hidden defects must be reported to us in writing within a period of 8 days after their discovery. If the defect was already recognizable to the customer at an earlier point in time during normal use, this earlier point in time shall, however, be decisive for the beginning of the period for making a complaint. The customer has the obligation to check, if necessary by means of trial processing, whether the delivered goods are free of defects and suitable for

the intended use. This shall also apply if components are added which were not purchased from us. If any defects are only discovered during processing, the work must be stopped immediately and the unopened original containers which have not yet been processed must be secured. They must be made available to us for inspection on request.

3. In the event of defects in goods delivered by us, we shall be obliged, at our discretion, to rectify the defects or to deliver defect-free goods (subsequent performance). If we are not prepared or not in a position to provide subsequent performance or if such subsequent performance is delayed beyond a reasonable period of time for reasons for which we are responsible or if subsequent performance fails in any other way, the customer shall be entitled at his discretion to withdraw from the contract or to demand a reduction in the purchase price. A rectification of defects shall be deemed to have failed after the third attempt, unless the nature of the item or other circumstances indicate otherwise.

4. Claims by the customer for damages or compensation for futile expenditure shall exist only in accordance with the provisions of Section VIII, even in the case of defects, and shall otherwise be excluded.

#### **VIII. Liability**

1. Our liability for damages, regardless of the legal grounds, is limited in accordance with this Section VIII.

2. We shall not be liable in the event of simple negligence on the part of our executive bodies, legal representatives, employees or other vicarious agents, unless it is a matter of a breach of material contractual obligations (*Kardinalpflichten*). Our contractual obligations are material if their fulfillment is essential for the proper execution of the contract and if the customer can regularly rely on their compliance.

3. Insofar as we are liable for damages on the merits pursuant to Section VIII. 2, this liability shall be limited to damages which we foresaw as a possible consequence of a breach of contract at the time of conclusion of the contract or which we should have foreseen if we had exercised due diligence. Indirect damage and consequential damage resulting from defects in the delivery item are only eligible for compensation if such damage is typically to be expected when the delivery item is used for its intended purpose.

4. The limitations of this Section VIII. do not apply to liability for intentional or grossly negligent breaches of duty, for injury to life, body or health or under the Product Liability Act. Furthermore, it shall not apply in the case of our liability for guaranteed characteristics of quality.

5. The above exclusions and limitations of liability shall apply to the same extent in favour of our organs, legal representatives, employees and other vicarious agents.

#### **IX. Limitation of Claims**

1. Claims of the customer due to defects in goods delivered by us or due to services rendered by us in breach of our obligations shall become statute-barred within 12 months from the start of the statutory limitation period.

2. If the goods have been used for a building in accordance with its usual use and has caused its defectiveness (building material), the period of limitation shall be 5 years from delivery in accordance with the statutory provisions. Other statutory special regulations on the statute of limitations (in particular § 438 para. 1 no. 1, para. 3, §§ 444, 479 BGB) shall also remain unaffected.

3. Claims for damages on the part of the customer which are based on one of the circumstances mentioned in Section VIII.4. sentence 1 shall become statute-barred in accordance with the statutory limitation periods.

#### **X. Returns**

The return of goods delivered by us which are free of defects is generally excluded. If, in exceptional cases, we agree to take back goods that are free of defects, a credit note will only be issued to the extent that our laboratory determines that the goods can be reused without restriction. For the costs of testing, preparation, reworking and repackaging, the actual costs, but at least 20% of the invoice amount or at least 30 Euro, whichever is the higher, will be deducted. Such a credit note will not be paid out, but only serves as an offset against future deliveries.

#### **XI. Prohibition of Assignment**

Without our explicit written consent, rights or claims against us, in particular due to defects in goods delivered by us or due to breaches of duty committed by us, may not be transferred to third parties, either in whole or in part, or pledged to third parties; § 354 a HGB (German Commercial Code) remains unaffected.

#### **XII. Place of Performance, Place of Jurisdiction, Applicable Law, Commercial Clauses**

1. The place of performance and exclusive place of jurisdiction for all claims between us and merchants or legal entities under public law or special funds under public law is Traunstein, Germany, unless mandatory statutory provisions provide otherwise. However, we have the right to bring an action against a customer at his legal place of jurisdiction.

2. The legal relationship between us and the customer shall be governed exclusively by the laws of the Federal Republic of Germany, excluding the Conflict of Laws Provisions and the UN Convention on Contracts for the International Sale of Goods (CISG).

3. Insofar as trade clauses are agreed upon in accordance with the International Commercial Terms (INCOTERMS®), the INCOTERMS® in the latest version shall apply.

#### **XIII. Final provisions**

1. Amendments or supplements to these provisions shall only apply if they have been agreed upon in writing. This also applies to the cancellation of the written form clause.

2. Should any of the above provisions be invalid, partially invalid or excluded by a special agreement, the validity of the remaining provisions shall not be affected.

3. These General Terms and Conditions shall also apply to the legal relations of the customer with our affiliated companies within the meaning of §§ 15 ff. Stock Corporation Act.