

Terms of Delivery and Payment

1. Purchase Price

Current prices valid on the date of dispatch are charged, unless otherwise agreed upon in written between the supplier and the purchaser. Selling prices are exclusive VAT.

2. Freight Charges

- a) **Contract production:** Delivery will principally be effected ex works. Palletizing finished goods for the purpose of transport restraint is charged with EUR 5,00 net per pallet. Minimum order sum is agreed upon individually.
- b) **Cleaners:** Our prices are calculated ex works. From a minimum order sum of € 500 net, delivery will be executed free of charge to any unloading point within the Federal Republic of Germany.

3. Delivery Time

The declared delivery date is no fixed date, unless otherwise agreed upon in written between the supplier and the purchaser. With exceeding the deadline the purchaser is entitled to withdraw the contract within the statutory framework. Further claims, particularly claims for damages, do not exist in case of a missed deadline. We are entitled to make a partial delivery, if it is not possible to deliver the entire quantity of the goods ordered. Every partial delivery is regarded as a mootness of a special mandate in terms of these Terms of Delivery and Payment.

4. Passage of Risk

If the purchaser is not a customer, the goods shall be dispatched at the purchaser's risk.

5. Terms of Payment

The terms of payment are individually stipulated. Payments shall be effected without any deduction by cheque or by bank transfer. The date of payment receipt is applicable in determining whether the deadline has been met. Delays in payment are charged with an annual interest rate of 8% above the respective discount rate. The submission of a preceding reminder is not required. Arising dunning costs are for the account of the purchaser. The arise of a demonstrably higher damage caused by delay can be claimed as well.

If the settlement of the account shall be provided by an accounting center, a clearing account office or a similar institution, it requires our prior consent in writing. The same applies if an office change is intended.

6. Title Retention

Notwithstanding the delivery, the passage of risk or other stipulations of these terms of delivery, the legal ownership of the goods is not transferred to the purchaser until the full purchase price is paid. The purchaser is allowed to sell the goods which are legally owned by the supplier in due course of ordinary business. The purchaser shall neither pledge the delivery item nor transfer the ownership as security on a debt. The purchaser must inform the supplier without delay about any seizure, impounding, or other disposition of the goods by third parties. When resaling, the purchaser is bound to assure the reservation on credit. In case of a non-cash sale, any claims are hereby assigned and transferred to us.

6.1 Reservation of Titel

(1) Delivered goods remain our property until all our claims resulting from the business relation at the time of the order are fully settled. The property in components which are delivered by the client for further processing is also transferred to us by way of security.

7. Liability for Defects

The purchaser must check the delivered goods immediately after receipt. Any defects or faults of the goods must be reported to the supplier within 8 days in written. If the defect is not detectable at the time of the inspection after delivery, the purchaser must report the defect as soon as it is detected. The warranty period shall be one year from the passage of risk. Insofar as the goods are defect and the supplier has been informed in time, the supplier agrees to provide for a subsequent performance. Considering the economic principle, the purchaser is only entitled to withdraw the contract or to reduce the purchase price, if the subsequent performance of the contract failed or was refused by the supplier. With respect to toll manufacturing, excess delivery or undersupplying up to 10% of the ordered edition are not subject to query. The supplied quantity will be charged.

8. Default

In the event of Force Majeure, war, riots, labor disputes, official measures, a shortage of energy or raw materials or other interruptions of the business operation not to be justified by us, Dreiturm shall automatically be released from the obligation to supply over this period. If these circumstances last for more than one month from the stipulated date of delivery, the purchaser, as well as Dreiturm, are entitled to withdraw the contract. In this case any purchaser's claims for compensation shall be excluded. The same applies if we can't, through no fault of one's own, ensure the delivery, packaging, and so on within the agreed time despite a timely assignment.

Any financial difficulties of the purchaser or unsatisfying information, appearing after the conclusion of the contract, entitle us to demand adequate security and, if refused, to withdraw the contract. If the purchaser does not accept the entire goods until the stipulated due date or if he does not make a payment, the right of further delivery expires, when the demanded subsequent performance remained without success after the deadline (§ 281 of the German Civil Code). In all cases of default, we are entitled to withdraw the contract as well as to claim for damages.

The customer has to pay all fees, charges and expenses in connection with a successful legal prosecution outside Germany.

Inasmuch as we make use of the right to withdraw from a contract, the purchaser's entitlement to damages is ruled out as far as there is no existence of grossly negligent or intentional behavior on the part of Dreiturm. The purchaser shall be entitled to offset payments, only then when we have accepted the counterclaim. The same applies, if the purchaser has the right of retention due to this claim.

If customer-specific materials are supplied by Dreiturm, the purchaser is obliged to acceptance and payment of the remaining stock within 3 months after completion date at the latest. Payment shall comprise the cost price plus the materials overhead costs. Any presuppliers' overhangs resulting from minimum purchases or excess deliveries up to a maximum of 10%, have to be accepted equally. Any elimination expenses are for the account of the purchaser.

9. Storage

Customer-specific materials are stored up to 3 months exempt from charges. Beyond that period storage costs including a standard banking practice will be charged.

10. Returns

Returns are not excepted without prior agreement. Custom-made products, partially fractured packages and goods that are no longer marketable are non-returnable.

11. Final Provisions

The place of performance for all obligations arising from the contractual relationship between Dreiturm and the purchaser shall be Steinau, Germany. This agreement shall be subject to German Law even in case of foreign contractual partners or any other foreign involvement.

The place of Jurisdiction for all obligations arising from the contractual relationship between Dreiturm and the purchaser shall be Schlüchtern, Germany. However, the supplier is additionally entitled to sue at the local court at the place of business of the purchaser. That also applies to claims from cheques and debit advice procedures.

Regulations to the contrary are only then legally binding for us, if we confirm this in writing.

If one provision of these Terms of Delivery and Payment proves to be invalid, the effect of the contract and the other Terms of Delivery and Payment shall remain unaffected. If so, a provision which is as close as possible to the originally purpose shall replace the invalid provision.

DREITURM GmbH, 36396 Steinau an der Straße

Dated: 30.11.2022