



Terms and conditions Becker Insulation GmbH

CONTRACT

The subject of the contract are the goods specified in the order and in the order confirmation. For deliveries by Becker Insulation GmbH (hereinafter referred to as B.I.G.), the following provisions apply exclusively, the content of which is deemed to have been accepted when the order is placed or when our offers, order confirmations and invoices are accepted. Other conditions are only with the written confirmation of B.I.G. allowed. The client's general terms and conditions are only applicable in the event of the written confirmation of B.I.G. Offers are non-binding. A contract is only concluded with the written confirmation of the order placed.

PRICES

All prices are calculated according to the price list valid at the time of the order, they are non-binding and net ex works. The customer bears shipping costs such as packaging, transport costs, environmental taxes and statutory VAT. Errors and misprints in the price list are reserved. The acceptance of orders based on price lists requires a confirmation, which is also considered to have been issued through invoicing or delivery. Prices based on offers can only be maintained if the quantities and qualities stated in the offer remain unchanged. The prices are calculated on the basis of the decisive costs on the day of the offer. In the event of significant changes to the calculation bases, such as changes in exchange rates, changes in freight tariffs, force majeure on the part of our suppliers, etc., we must reserve the right to adjust the prices.

DELIVERY, PACKAGING, RISK TRANSFER

If the customer doesn't give any special instructions, the (additional) costs of which are to be borne by the customer, the dispatch and packaging will be in all probability of B.I.G., but uninsured (also with free delivery) and at the expense and risk of the recipient. The risk is transferred from the time the goods are made available. The transport risk therefore affects the customer in any case. Storage measures for goods on call are at the expense and expense of the customer. Delivery periods generally begin on the date of our order confirmation, unless they are dependent on the purchaser's advance performance. In the event that promised delivery dates are exceeded due to force majeure or other circumstances not caused by us negligently, no claims of any kind can be made by the customer. The indication of expected delivery dates is non-binding. If the goods are ready for shipment and the shipment is delayed for reasons for which the Seller is not responsible, the risk shall pass upon receipt of the notice of shipment by the Customer. This shall also apply if partial deliveries are made, or the Seller has assumed other services (e.g. shipping or installation). This shall also apply if delivery "carriage paid" has been agreed. The costs after transfer of risk shall be borne by the Customer. In the event of storage by the Seller, the costs shall amount to 0.25% of the invoice amount of the delivery items to be stored per expired week. The assertion and proof of further or lower costs shall remain reserved.

Goods ordered on call must be accepted at the latest within twelve months from the date of the order. After this period, we have the right to either deliver the goods or to cancel the order and to request a cancellation fee of 15% of the gross order value. We reserve the right to claim further compensation.



WITHDRAWAL, CANCELLATION

If the customer cancels the order or withdraws from the contract without authorization, it's at B.I.G.'s discretion to insist on compliance with the contract or to accept the cancellation or withdrawal. In the latter case, the customer is in any case obliged to pay a cancellation fee of 15% of the gross order value. The right to claim further damages is also reserved.

DELIVERY OF SPECIAL PRODUCTS

For reasons of manufacturing technology, we are entitled to over-deliver or under-deliver 10% of the ordered quantity. For custom-made products, the prices according to the offer apply exclusively.

OWNERSHIP

The goods remain our property until full payment of the purchase price including any interest and collection costs, in the case of bill or check payments until the bill or check has been cashed. Extended retention of title applies as agreed. The goods remain our property even after processing, transformation or connection or installation. The customer is therefore not entitled to transfer the goods to third parties, to pledge them, to offer them as security or to transfer them in any other way. If, contrary to the prohibition, our goods are nevertheless sold by the buyer, our retention of title extends to the buyer's claims resulting from this sale. We must be informed immediately of any attachments. Attached property signs may not be removed until they have been paid for in full. The claims of the buyer against the third party are considered to be irrevocably assigned to us immediately after they arise and the buyer is obliged to notify us of his customers upon request with an extended retention of title.

PAYMENT

Our payment terms are understood to be 30 days net without deduction, calculated from the invoice date. After 30 days we are entitled to charge 12% default interest. Basically, the payment is only made in EURO. Accepting acceptances or checks is at our sole discretion and is always only on account of payment. The customer bears all expenses and interest in this connection. The customer also undertakes, in the event of a delay in payment, the reminder fees incurred by a collection agency in accordance with Guideline and / or to replace legal reminder costs.

WARRANTY, DAMAGE

We give a full guarantee for a period of six months from delivery that the delivered goods are free from manufacturing or material defects. It is agreed that the right to warranty must be asserted in court within six months and the presumption of deficiency does not apply when the goods are handed over. The customer is obliged to check the goods immediately upon receipt and to notify any defects immediately in writing, otherwise warranty claims will expire.

There are also no warranty claims if B.I.G. was informed incorrectly or incompletely about the operational framework and conditions of use of the goods, if they were subsequently changed or if the customer made changes or repairs to the items supplied by us without our written consent. In the event of a justified complaint, either the defects will be rectified at our discretion or defective goods will be delivered as an alternative. There are no other claims from



the title of the warranty, unless they fall under the Product Liability Act. Any claim from the title compensation, in particular for consequential damage, loss of profit as well as personal injury or property damage and damage caused by disclosure to third parties. Claims for conversion of the purchase or reduction of the purchase price are excluded. Offsetting of the customer against claims by B.I.G. is excluded.

COPYRIGHT, PATENT, SAMPLE AND TRADEMARK RIGHTS

Plans, drawings, sketches and other technical documents as well as samples, catalogs, brochures and the like remain our intellectual property and are subject to the protection of the relevant legal provisions regarding reproduction, competition, etc. They may not be used, manufactured or made accessible to third parties without our written consent.

PLACE OF JURISDICTION, PLACE OF FULFILLMENT

The place of fulfillment and the agreed and exclusive place of jurisdiction for all disputes relating to all services from the contracts concluded or initiated with us is our place of jurisdiction. The exclusive application of German law is agreed.