

General Terms and Conditions of Sale and Delivery

Vogelsang GmbH & Co KG (as at 01/01/2025)

1. Applicability of these Terms and Conditions of Sale and Delivery

The following terms and conditions shall apply to all legal transactions between Vogelsang GmbH & Co KG - hereinafter referred to as "Seller" - and companies, legal entities under public law and special funds under public law (hereinafter referred to as "Buyer"). Any general terms and conditions of business and purchase of the Buyer are hereby expressly rejected, unless otherwise expressly agreed in writing.

2. Offers, conclusion of contract

The Seller's offers are subject to change unless they have been expressly designated as binding. A contract is only concluded by a written or verbal order and a written order confirmation from the Seller. The legal relationship between the Vendor and the Purchaser shall be governed solely by the purchase contract concluded in writing, including these General Terms and Conditions of Sale and Delivery.

3. Manufacturer information

Product details, in particular dimensions and weights, illustrations and drawings are only approximate and are not guaranteed qualities unless they have been expressly confirmed as binding by the Seller. Technical and design deviations from descriptions and specifications in brochures, catalogues, and written documents as well as model, design, and material changes in the course of technical progress are reserved without the Buyer being able to derive any rights against the Seller from this.

4. Rights to drawings and plans

The Seller reserves the right of ownership and copyright to all offers and cost estimates submitted by it as well as drawings, illustrations, calculations, brochures, catalogues, models, tools and other documents and aids made available to the Buyer. The Buyer may not make these items accessible to third parties, disclose them, use them himself or through third parties or reproduce them without the express consent of the Seller. At the Seller's request, the Buyer shall return these items to the Seller in full and destroy any copies made if they are no longer required by the Buyer in the ordinary course of business or if negotiations do not lead to the conclusion of a contract. Excluded from this is the storage of electronically provided data for the purpose of normal data backup.

5. Prices, payment, offsetting, right of retention

Prices are ex works, plus statutory VAT. Additional costs, such as the costs for packaging, freight, insurance, customs, export and import taxes, duties and fees, authorizations and certifications shall be borne by the Buyer. The same shall apply to the costs of monetary transactions in connection with the payment of the Seller's invoices. Invoice amounts are to be paid within fourteen days of receipt of the invoice by the Buyer without any deductions, unless otherwise agreed in writing. If payment deadlines are exceeded, interest at a rate of 9% above the base rate shall be payable. If payment deadlines are exceeded, we reserve the right to forfeit discounts and other allowances and to add them to the invoice. Offsetting against counterclaims of the customer or the withholding of payments due to such claims is only permissible if the counterclaims are undisputed or have been legally established or arise from the same legal transaction under which the delivery or service in question was made.

6. Delivery date

The delivery date shall be the date stated in the order confirmation plus a subsequent delivery period of 10 days. The delivery date shall be deemed to have been met if readiness for dispatch has been notified by its expiry or the delivery item has left the factory. The delivery date shall be postponed by the time during which the documents to be procured by the customer for the manufacture or delivery, in particular all necessary approvals, releases, import licenses, import permits, the timely clarification and approval of the plans as well as agreed securities were not or are not completely available. War, strikes, lock-outs, shortages of raw materials and energy, operational and traffic disruptions, orders from higher authorities (acts of state), as well as other comparable events - also insofar as they make the execution of the affected transaction uneconomical for the foreseeable future - shall release the seller from the obligation to deliver and manufacture for the duration of the disruption and to the extent of its effects. The same shall apply in the event of delayed, defective, insufficient or non-performance by the Seller's suppliers. The Seller shall not be responsible for the aforementioned circumstances even if they occur during an existing delay. If the fulfillment of the contract is delayed by such events for longer than four weeks, the

has started to use the Work; and (iv) the Buyer has failed to accept the Work for any reason other than a defect notified to the Seller which renders the use of the Work impossible or substantially impairs it. Any storage costs after the transfer of risk shall be borne by the Buyer. The Vendor must be notified of any specific requirements regarding dispatch and insurance in good time, but at least 10 days before the delivery date. Complaints in connection with the transport must be addressed by the Buyer to the last carrier immediately upon receipt of the delivery or the freight documents. Insurance against damage of any kind is the responsibility of the customer. At the Buyer's request and expense, the Seller shall insure the consignment against theft, breakage, transport, fire and water damage and other insurable risks. The Seller is authorized to make partial deliveries and to invoice these partial deliveries. Delivered items must be accepted by the Buyer, even if they have minor defects.

8. Retention of title, cancellation

The Seller shall retain title to the delivered items until all payments arising from the business relationship with the Buyer have been received. The Seller shall be entitled to insure the delivery item against theft, breakage, fire, water, and other damage during the retention of title at the Buyer's expense, unless the Buyer has demonstrably taken out the insurance himself. The Buyer hereby assigns to the Seller all claims against its insurer if it invokes one of the aforementioned impediments to performance. If the Buyer is more than 10 days in arrears with a due payment, in whole or in part, and if a reasonable payment deadline set by the Seller has expired without success, the Seller shall be entitled to withdraw from the contract. The collection of the goods by the seller or the request to surrender the goods shall constitute a corresponding declaration of cancellation. The same shall apply if an application for insolvency proceedings is filed against the assets of the Buyer and this is not withdrawn within 20 days of the date of the application. The customer shall bear the costs for the surrender. If the customer does not comply with the request to surrender the goods or if there is a risk of loss or destruction of the goods, the seller shall be entitled to take possession of the goods. For this purpose, the seller may enter the location of the goods. The Buyer shall bear any costs incurred because of this measure. The goods owned by the Seller may only be resold subject to the Seller's retention of title. The Buyer may neither pledge the goods nor assign them to third parties as security.

9. Warranty

The Buyer shall inspect the goods immediately upon receipt. The Seller must be notified in writing of any recognizable defects within one week of receipt of the product. If this is not done, the product shall be deemed approved. In addition, § 377 HGB applies. The warranty period is one year from delivery of the product or acceptance of the work. Excluded from this are buildings, including the associated planning and monitoring services as well as building materials, insofar as they are installed; the statutory limitation period shall apply to these services, unless the respective valid General Terms and Conditions of Contract for the Execution of Construction Work (DIN 1961, VOB/B) are included in their entirety and a shorter limitation period applies accordingly. The Seller's warranty obligation due to defects shall be limited to subsequent fulfillment, i.e., at the Seller's discretion, rectification of defects or replacement delivery. The Buyer must immediately give the Seller sufficient opportunity for subsequent fulfillment; otherwise, the Seller shall be released from liability for the resulting consequences. The Buyer must return the replaced parts to the Seller. If the subsequent fulfillment has failed, the Buyer shall be entitled to reduce the consideration or - in the case of significant defects - to withdraw from the contract; this right of withdrawal shall not apply to construction work.

10. Liability

The Seller's liability, irrespective of the legal grounds, shall be limited to intent and gross negligence, except for a breach of a material contractual obligation. If a material contractual obligation is breached due to slight negligence, the Seller's liability shall be limited to the foreseeable damage typical for the contract. An essential contractual obligation shall be deemed to exist in the case of obligations whose fulfillment makes the proper execution of the contract possible in the first place or on whose compliance the Buyer has relied on and was entitled to rely. All limitations of liability set out in these Terms and Conditions of Contract and Delivery shall not apply in the event of intent or gross negligence on the part of the Seller or its vicarious agents, in the event of personal injury, in the event of damage caused by the absence of a quality which the Seller has warranted, in the event of claims under the Product

Seller shall be entitled to withdraw from the contract in whole or in part without the Buyer being entitled to claim damages. The Buyer shall only be entitled to withdraw from the contract due to default in delivery/performance if it has granted the Seller a reasonable grace period, but at least a grace period of four weeks, and has announced its intention to withdraw from the contract.

7. Transfer of risk, shipping provisions, partial deliveries

The risk shall pass to the Buyer at the latest upon dispatch of the delivery parts or any acceptance. In the case of dispatch, this shall also apply if partial deliveries are made or if the Seller has assumed other services, e.g., delivery and installation. Acceptance must be carried out as a formal acceptance with the preparation of a protocol. If dispatch, handover, or any acceptance is delayed due to a circumstance caused by the Buyer, the risk shall pass to the Buyer from the day on which the delivery item is ready for dispatch or acceptance and the Seller has notified the Buyer of this. If acceptance is to take place, the work shall be deemed to have been accepted if the following conditions are met: (i) delivery and, if applicable, installation have been completed; (ii) the Seller notifies the Buyer of the above and requests acceptance; (iii) 30 working days have elapsed since delivery or installation, or the Buyer has not accepted the work.

Liability Act and in the event of a breach of a material contractual obligation, whereby sentence 2 of this clause shall apply.

11. Applicable law, other final provisions

The law of the Federal Republic of Germany shall apply to the contract. The place of jurisdiction for all disputes arising from this contractual relationship is the registered office of the seller in D-49632 Essen. Should individual provisions of these terms and conditions be or become invalid, this shall not affect the validity of the remaining provisions. The contracting parties shall then implement the contract with an effective individual provision which comes closest to the economic purpose pursued by the omitted provision. Deviating agreements by individual agreement require written confirmation by the seller to be effective. This also applies to agreements cancelling this written form requirement.