

#### **1. Scope and defence clause**

These General Terms and Conditions of Purchase ("GTCP") apply to all contracts between Röder Zelt- und Veranstaltungsservice GmbH ("we") and companies within the meaning of § 14 BGB (German Civil Code), legal entities under public law or a special fund under public law ("Supplier") concerning the provision of goods and services (jointly "Deliveries") by the Supplier.

Our GTCP shall apply exclusively. The supplier's terms and conditions of business that conflict with our GTCP shall only apply if we have expressly confirmed them.

#### **2. Conclusion of contract**

Only our written orders or orders confirmed by us in writing are binding, whereby electronically signed documents are sufficient in this respect. Each order shall be confirmed by the supplier within 3 days after receipt of our order with receipt by us. Late acceptances shall be deemed to be offers with the exclusive content of our associated expired order; acceptance shall be at our discretion and shall only be binding in writing.

The contract, including these GPC, which constitute an integral part of the contract, fully reflects all agreements made between us and the supplier regarding the subject matter of the contract. Any oral agreements made or promises given by us prior to the conclusion of the contract shall not be binding and shall be replaced in full by the contract unless it is expressly stated in each case that they shall continue to be binding.

Goods items subject to European Regulation 305/2011 as amended and requested in our orders to provide CE marking, declaration of performance and material test certificates according to DIN EN 10204 must be complied with. Requested documents are to be submitted.

#### **3. Prices**

The agreed prices are fixed prices. Unless otherwise agreed, the prices shall include packaging, shipping and transport costs. Packaging shall only be returned if this has been specifically agreed. In the event of return of the packaging, 2/3 of the value shall be credited to us.

#### **4. Terms of payment**

We shall pay after receipt of the delivery and receipt of the invoice within 14 days with a 2% discount on the net invoice amount and after 30 days net. Complaints about the delivery entitle us to withhold payments due.

#### **5. Delivery; Shipping**

Unless expressly agreed otherwise, DAP Incoterms (2020) shall apply to all deliveries. The supplier shall bear the transport risk. Early deliveries and/or partial deliveries are only permitted with our prior written consent.

If the supplier is in default, we may - in addition to further statutory claims and fulfilment - demand lump-sum compensation for our default damages in the amount of 1.0% of the net price of the delayed delivery portion per commenced calendar week of the default, but in total no higher lump-sum compensation for default damages than 5% of the net price of the delayed delivery portion. We reserve the right to prove higher damages, and the supplier reserves the right to prove that we have incurred no damages at all or only significantly lower damages.

All dispatch notes, waybills, parcel labels and invoices as well as correspondence shall state all order data and the place of receipt.

The packaging and dispatch of ordered goods shall be carried out exclusively in accordance with our specifications in the packaging instructions. If goods are shipped in deviation from the packaging instructions and we incur additional costs for repackaging and interim storage as a result, the additional costs incurred shall be borne by the supplier.

The delivery of the ordered goods must be made in a technically flawless, suitable vehicle. If environmental damage occurs due to e.g. leaking liquids from the vehicle, this will be charged to the supplier.

Carriers must wear safety shoes.

#### **6. Prohibition of assignment; Right of retention; No subcontractors**

With the exception of monetary claims, the supplier is not entitled to assign its claims against us arising from the contractual relationship to third parties. The supplier is only entitled to assert a right of retention and to offset if the counterclaim in question is undisputed or has been legally established.

The supplier is not entitled to have services performed by third parties (e.g. subcontractors) without our prior written consent.

#### **7. Documents provided**

We reserve all property rights, copyrights and industrial property rights to all documents, materials and other objects (essentially our order documents, plans, drawings, illustrations, calculations, product descriptions/specifications, manuals, samples, models and other physical and/or electronic items, documents, information and objects, "Surrendered Documents") surrendered by us to the Supplier.

The supplier may not make the aforementioned items or their contents available or communicate them to any third parties or its own, non-involved employees, nor may it exploit, reproduce or modify them. It shall treat them confidentially, use them exclusively for the contractual purposes and return them to us in full at our request and destroy/delete any copies (including electronic copies) unless they are required in accordance with statutory retention obligations or for the performance of the contract.

#### **8. Warranty**

The supplier warrants that its products comply with the statutory provisions, the state of the art and the agreed product specifications. This includes in particular compliance with the Product Safety Act. Deliveries that do not comply with the given regulations and agreements entitle us, at our discretion (after setting a deadline, if necessary), either to withdraw from the contract, to demand a reduction in the purchase price, to carry out any reworking at the supplier's expense, to demand a new delivery or rectification of the defect, and to demand compensation for the damages incurred by us in connection with the rectification of the defect. Defects which are only noticed during processing or use shall entitle us to demand reimbursement of the useless costs incurred.

#### **9. Termination and suspension**

If the contract concluded with the supplier is a contract for work and services or a contract for work and materials, we shall be entitled at any time to order the suspension (pausing) of the order in whole or in part in writing or to terminate the order in whole or in part without giving reasons even after the suspension has been ordered.

In the event of a suspension, the supplier shall secure and store the delivery concerned. In this case, he shall be entitled to compensation for the costs demonstrably incurred by him as a result of the suspension.

In the event of termination, we shall remunerate the supplier for the performance rendered in accordance with the contract up to the time of termination on the basis of the agreed prices to the extent of the partial performance. In addition, we shall reimburse the supplier for reasonable and unavoidable expenses which the supplier has incurred with regard to the delivery and which cannot be used otherwise by the supplier.

§ Section 648 of the German Civil Code (BGB) shall apply with the proviso that the Supplier's claim to remuneration shall be limited to 5% of the agreed remuneration attributable to the part of the delivery not yet performed. A claim exceeding this shall only exist if this has been expressly agreed in the contract.

The right to terminate for cause remains unaffected.

#### **10. Framework contract (contract)**

In the case of framework agreements concluded with us, the supplier must guarantee that a delivery of 10% of each item quantity can be delivered within 10 working days. The client reserves the right to extend the term of the contract by half a year from the period of validity by means of a unilateral written declaration.

#### **11. Final provisions**

The place of performance is the delivery address stated in the order or, if no such address is stated, Am Lautenstein 5, 63654 Büdingen.

If the supplier is a merchant, a legal entity under public law or a special fund under public law or has no general place of jurisdiction in the Federal Republic of Germany, Büdingen shall be the exclusive place of jurisdiction for all disputes arising from the business relationship between us and the supplier.

The business relations between us and the supplier shall be governed exclusively by the law of the Federal Republic of Germany. Should individual provisions be or become invalid, this shall not affect the remaining provisions.