



#### 1. Area of Application, General

(1) The terms and conditions apply to all current and future business relationships. Our offers, deliveries and services are made exclusively on the basis of these terms and conditions.

(2) In the event of contradictions between the provisions in the contract (regularly in the form of an order confirmation) and these terms and conditions, the provisions in the contract shall take precedence.

(3) The customer's terms and conditions of purchase are hereby expressly rejected; they do not bind us, even if we do not object in individual cases. Terms and conditions of business which deviate from our terms and conditions of business and delivery shall only apply if they are expressly confirmed by us in writing.

(4) Consumers within the meaning of these terms and conditions are natural persons with whom a business relationship is entered into for purposes that can neither be attributed to their commercial independent professional activity.

(5) Entrepreneurs within the meaning of these terms and conditions are natural or legal persons or partnerships with legal capacity who, upon entering into the business relationship, are acting in the exercise of their commercial or independent professional activity.

(6) Customers within the meaning of these terms and conditions are both consumers and entrepreneurs.

#### 2. Offer

(1) Our offers are subject to change and non-binding. Conclusions and agreements shall only become binding for us upon our written confirmation or confirmation by telex.

(2) The information, drawings, illustrations, technical data, weight, dimension and performance descriptions contained in brochures, catalogues, circulars, advertisements, price lists and in the documents belonging to the offer are non-binding, insofar as any deviations from the delivered item are reasonable for the purchaser and the information is not expressly designated as binding in the order confirmation.

(3) We reserve the right to make changes in the sense of technical further development, insofar as these are reasonable for the customer. We reserve the right of ownership and copyright to the documents provided. Drawings and in particular static documents must be returned upon request; duplications of any kind for own or third party purposes are prohibited.

#### 3. Conclusion of Contract

(1) The customer is bound to an order transmitted by him and not yet accepted by us for 14 calendar days after sending. We are entitled to accept the offer within this period. The date on which our acceptance is received by the customer shall be decisive for compliance with the deadline.

(2) Our acceptance shall be effected by written declaration (e.g. by our order confirmation or first our notice of readiness for dispatch/collection). To comply with the written form within the meaning of these Terms and Conditions, transmission exclusively by signed fax or by simple e-mail shall also be sufficient, the latter also without attaching a scanned document. The content of this declaration is decisive for the content of the contract. Ancillary agreements and amendments shall only be binding on us if they have been confirmed by us in writing. Our employees are not authorized to make verbal subsidiary agreements or to give verbal assurances that go beyond the written contract.

(3) Among other things, due to the different legal regulations in the various countries, the intended use and the intended standing times of tents, it is the customer's responsibility to clarify questions of building permits, other official permits or conditions on his own responsibility and to obtain these if necessary; we will provide the necessary drawings/statics/plans/certificates for this, if available, against separate reimbursement of costs. The non-granting or the discontinuation of any approvals and permits shall have no influence on the existence of the contract.

#### 4. Prices

(1) The agreed total price is based on the price list valid at the time of the conclusion of the contract and is a fixed price ex delivery works until the expiry of the price commitment period stated in the order confirmation which, in the absence of an express mention, is three (3) months from the conclusion of the contract. After expiry of the aforementioned price commitment period, we shall be entitled to adjust the total price on the basis of changed manufacturing costs (e.g. due to changed raw material, energy or personnel costs) at the time of delivery. If delivery is delayed for reasons for which we are responsible, the expiry of the price commitment period shall be suspended for the duration of the delay. Consumers shall be granted a right of withdrawal if a price increase after the expiry of the price fixing period exceeds the total price contained in the offer by more than 10%.

(2) If the customer is an entrepreneur, the stated prices are net prices ex delivery works including loading and excluding packaging; VAT is not included. It will be charged additionally on invoicing in the amount prescribed by law at that time. For consumers, the statutory value added tax is included in the price. Additional deliveries and services over and above the contractually agreed service will be charged separately.

(3) The costs for building records are not included in our prices and will be invoiced separately to the customer. Costs and fees for the transcription of building records and necessary official approvals, insofar as we are contractually responsible for obtaining them, shall be borne by the customer.

(4) The calculated total price is based on the scope of services agreed at the time of conclusion of the contract. Additional expenses (including any change requests) due to circumstances for which the customer is responsible will be invoiced to the customer in full. Insofar as we are able to cover such additional expenditure with internal possibilities (e.g. storage and/or interim storage of material, labor costs of our own employees), this expenditure shall be invoiced to the customer in the amount that a third party would charge for such expenditure in accordance with local practice. An hourly rate of at least € 45.00 net is to be applied for additional expenditure by assemblers.

#### 5. Terms of Payment

(1) Unless expressly agreed otherwise in writing, our goods are to be paid for in full in cash or by bank transfer upon collection by the customer or prior to shipment. Payment by cheque is excluded unless it is agreed separately in individual cases. If we accept cheques or bills of exchange on the basis of a special agreement, this shall only be on account of performance; any cheque and bill charges and interest shall be borne by the customer; payment shall not be deemed to have been made until the cheque or bill of exchange has been honoured. We shall be entitled, despite any instructions to the contrary from our customer, to set off incoming payments first against the customer's older debts and shall inform the customer immediately of the type of set-off. Offsetting shall take place in accordance with § 367 Para. 1 BGB (German Civil Code).

(2) In the event of default of acceptance on the part of the customer, payment of the purchase price shall become due 15 days after notification of readiness for dispatch or the possibility of collection.

(3) The creditworthiness of the customer is assumed upon conclusion of the contract. Significant deterioration of the customer's financial circumstances, payment arrears and other justified doubts about the customer's solvency shall entitle us to revoke agreed payment terms - also for future deliveries; the receivables shall then be due immediately.

(4) In the event of default in payment, we shall be entitled to demand interest on arrears in accordance with the statutory provisions, without prejudice to our right to claim further damages and without prejudice to the customer's right to prove that we have suffered less damage. The customer may only offset undisputed or legally established claims and may only exercise a right of retention due to such claims that are based on the same contractual relationship.

#### 6. Retention of Title

(1) We retain title to the delivered goods until full payment of the purchase price for these goods and, if the customer is an entrepreneur, for all existing current and future claims from the delivery relationship existing between us, regardless of the legal grounds. The inclusion of individual claims in a current invoice and the balancing and recognition thereof shall not affect the retention of title.

(2) If the customer is a consumer, he may not sell or otherwise dispose of the goods during the existence of the reservation of title.

(3) If the customer is an entrepreneur, he is entitled to resell the goods delivered by us at any time revocably within the scope of his proper business operations. The customer hereby assigns to us by way of security the claim against the purchaser arising from the resale of the goods delivered by us, together with all ancillary rights and rights of arrangement. We accept this assignment already now. The customer is entitled and obliged to collect the claim assigned to us as long as we have not revoked this authorization. The direct debit authorization shall also expire without express revocation if and as soon as the customer fails to meet his obligations towards us or if he falls into financial collapse. Upon request, the customer must inform us immediately in writing to whom he has sold the goods and which claims he is entitled to from the sale. At the same time, he shall hand over to us the documents required for the assertion of the claims assigned to us (in particular offers, contracts and invoices). We are entitled to notify the customer's buyers of the assignment of the customer's claim to us and to collect the claim ourselves.

(4) The customer is prohibited from pledging or assigning as security the goods to which we retain title. The customer must inform us immediately of any pledge or any other impairment of our rights.

(5) If the customer is a consumer, we shall only be entitled to demand the return of the goods subject to retention of title if the customer acts in breach of contract, in particular in the event of default in payment, provided that we have withdrawn from the contract.

(6) If the customer is an entrepreneur, we shall be entitled, in the event of conduct in breach of contract on the part of the customer, in particular in the event of default in payment, while maintaining the contract, to demand the surrender of the goods and to collect them, or to dismantle the tent hall provided and to retrieve its parts, in each case at the customer's expense. In this case, the customer no longer has the right of possession. In this case, the customer already undertakes to disclose the location of the goods immediately upon request and to refrain from relocating the goods.

#### 7. Delivery and Acceptance

(1) The delivery period shall be agreed individually with the customer in the contract; otherwise it shall be six (6) months.

(2) The delivery period shall commence with the dispatch of the order confirmation, however, in the case of an agreement on assembly by us, not before all official approvals and permits have been obtained. These must be presented to us or at least confirmed in writing. The delivery period shall be deemed to have been complied with if the goods have left the factory or notification of readiness for dispatch has been given by the time the delivery period expires. We are entitled to make partial deliveries, insofar as the delivery in parts and at intervals is reasonable for the customer. Deadlines and dates for deliveries and services promised by us are always only approximate, unless a



fixed deadline or date has been expressly promised or agreed. Should we fail to meet an agreed delivery date, the customer shall grant us a reasonable grace period, which shall in no case be less than two (2) weeks.

(3) If the customer is in default with the acceptance of the goods after notification of the provision of the goods and unsuccessful reminder, we shall be entitled to withdraw from the contract after setting a reasonable grace period. If dispatch is delayed at the customer's request, the customer shall be charged, starting from the day of notification of readiness for dispatch, for the costs incurred for storage/warehousing, which must be paid before the goods are finally dispatched. We shall also be entitled to demand payment in advance or payment of the balance prior to dispatch of the goods provided.

(4) If the customer refuses to accept performance or if the customer declares withdrawal from the contract (in both cases without being entitled to do so) prior to our performance of the contract, we shall be entitled to demand compensation for the resulting damage including additional expenses (e.g. storage costs, personnel costs or forwarding costs, etc.). For this purpose, we shall charge a lump-sum compensation amounting to 30% of the agreed total purchase price. The proof of a higher damage and our legal claims remain unaffected by this; however, the lump sum is to be set off against further monetary claims. The customer shall be entitled to prove that we have incurred no damage at all or only significantly less damage than the aforementioned lump sum.

(5) If we owe the assembly, an acceptance shall take place after completion. For this purpose, the customer shall name in writing a person authorized to represent the customer who shall sign the acceptance protocol with legal effect. If no representative of the customer is on site for acceptance, the work shall be deemed to have been accepted if we have previously set the customer a reasonable deadline for acceptance or have sent notification of the completion of the tent hall. In the event of use prior to acceptance, the tent hall shall also be deemed to have been accepted. Partial acceptance is possible by agreement but requires the consent of both parties.

#### 8. Transfer of Risk

(1) If the customer is an entrepreneur, the risk of accidental loss and accidental deterioration of the goods shall pass to the customer upon handover, in the case of sale by delivery to a place other than the place of performance upon delivery of the goods to the forwarding agent, the carrier or any other person or institution designated to carry out the shipment. The handover shall be deemed if the customer is in default of acceptance.

(2) We shall insure the delivery - at the corresponding request of the customer - by means of transport insurance, the costs of which shall be borne by the customer.

(3) If the assembly of the tent hall is accepted, the risk of accidental loss and accidental deterioration of the goods shall pass to the customer upon acceptance.

#### 9. Installation and Installation Requirements

The assembly and assembly requirements are governed by the GENERAL ASSEMBLY CONDITIONS of RÖDER Zelt- und Veranstaltungsservice GmbH, which are attached to these Terms and Conditions.

#### 10. Warranty and Liability

(1) Unless otherwise agreed, the contractually owed quality of the products results exclusively from the agreed product descriptions which are the subject of the individual contract. We reserve the right to minor, customary or technical deviations in quality, dimensions, colour (e.g. of ISO panels of different batches), weight, assembly traces (e.g. superficial scratches), traces from the trial assembly of the hall (drill holes), or deviations due to design changes, provided that the usability of the goods is not restricted.

(2) Information on quality and durability as well as other information are only guarantees (*Garantien*) if they are agreed and designated as such. The guarantee requires written confirmation by our management. Claims for defects shall not exist insofar as the condition of the product deteriorates due to unsuitable or improper use or storage, unsuitable or improper transport or faulty or negligent handling by the customer or if a deterioration results from a change typical of the nature and functioning of the products (e.g. wear and tear typical of the product).

(3) If the customer is an entrepreneur and used products are sold or if a work is erected by us in accordance with the contractual agreements wholly or partly from used parts or components, any liability for material defects for these items and parts shall be excluded unless otherwise agreed.

(4) If the customer is an entrepreneur, it shall inspect the products immediately upon receipt, insofar as this is feasible in the ordinary course of business, and notify us in writing of any defects that are identifiable in the process immediately, but no later than five (5) working days after delivery. Defects which could not be detected in the course of the proper incoming goods inspection shall be notified to us in writing by the customer without undue delay, but no later than three (3) working days after discovery of the defect. Otherwise, the delivered products shall be deemed approved, unless the defect was fraudulently concealed by us.

(5) If the customer is an entrepreneur, we shall initially provide warranty for defects of the goods at our discretion by rectification or replacement delivery. If the customer is a consumer, he shall initially have the choice of whether the subsequent performance is to be effected by rectification or replacement delivery. However, we shall be entitled to refuse the type of subsequent performance chosen if it is only possible at disproportionate cost. In particular, the value of the item in a defect-free condition, the significance of the defect and the question of whether the other type of subsequent performance could be resorted to without significant disadvantages for the customer shall be taken into

account. In this case, the customer's claim shall be limited to the other type of subsequent performance.

(6) If the customer receives defective assembly instructions, we shall only be obliged to deliver assembly instructions that are free of defects and this only if the defect in the assembly instructions prevents proper assembly.

(7) If the customer is an entrepreneur, the warranty period for new items shall be one (1) year from delivery of the goods; delivery within the meaning of this subsection (7) sentence 1 shall mean receipt by the customer of our notice of readiness for collection or - if shipment has been agreed - handover to the transport person. If the customer is a consumer, the limitation period for new items is two (2) years from the handover of the goods. For used items, the limitation period for consumers is also one (1) year from handover of the goods. If acceptance has been agreed, the limitation period shall only commence upon acceptance. If our performance consists of a building or the delivery of goods which are used for a building in accordance with their customary use, the statutory limitation period pursuant to § 438 para. 1 no. 2 BGB (German Civil Code) shall apply.

(8) The shortening of the statute of limitations in Section 10, Paragraph 7, Sentence 1 and Sentence 4 shall not apply to damages based on a grossly negligent or intentional breach of our obligations, one of our legal representatives or one of our vicarious agents, or in the event of injury to life, limb or health.

(9) The parties may agree longer warranty periods in individual contracts by concluding a separate maintenance contract.

(10) If we are liable for damage caused by slight negligence, we shall only be liable in the event of a breach of a material contractual obligation, i.e. only in the event of a breach of an obligation the fulfilment of which is essential for the proper performance of the contract and on the observance of which the customer regularly relies and may rely. In these cases, however, our liability is limited to the amount of the damage typical for the contract and foreseeable at the time of conclusion of the contract. The personal liability of our legal representatives, vicarious agents and employees for damage caused by them through slight negligence is excluded. Clause 10, paragraph 8 shall apply accordingly to the aforementioned limitation of liability and the aforementioned exclusion of liability.

(11) Irrespective of our fault, any liability on our part in the event of fraudulent concealment of a defect, from the assumption of a guarantee or a procurement risk and in accordance with the Product Liability Act (*Produkthaftungsgesetz*) shall remain unaffected.

(12) The customer shall be entitled, at its discretion, to withdraw from the contract or to reduce the purchase price if subsequent performance fails, is unreasonable for the customer, is seriously and finally refused by us or does not take place within the reasonable period set by the customer. The right to withdraw from the contract is excluded if the existing defects reduce the value or the suitability only insignificantly. In this case, the customer may only demand a reasonable reduction of the purchase price.

(13) In the event of subsequent performance, we shall be obliged to bear the expenses required for the purpose of subsequent performance, in particular transport and material costs, insofar as these are not increased by the fact that the defective product was taken to a place other than the place of performance, unless the change of location corresponds to the agreed use of the product. If we were not originally obliged to assemble the goods, the supplementary performance shall neither include the dismantling of the defective goods nor the reassembly of the defect-free goods. In this case, the costs of dismantling and reassembly shall not be deemed to be supplementary performance costs and shall not be borne by us within the scope of supplementary performance.

#### 11. Force Majeure

(1) We shall not be liable for impossibility or delay insofar as it is based in each case on force majeure or another event that was not foreseeable at the time the contract was concluded and for which we are not responsible (e.g. operational disruptions of any kind, fire, natural disasters, epidemics, pandemics, weather, floods, war, insurrection, terrorism, transport delays, strikes, lawful lock-outs, shortage of labour, energy or raw materials, delays in obtaining any necessary official permits, official/sovereign measures). In connection with assembly or disassembly, strong winds in particular shall also be deemed to be force majeure; the on-site assessment by us or a third party appointed by us (e.g. foreman) shall be decisive in this respect.

(2) Such an event is also our incorrect or untimely delivery by one of our suppliers if we are not responsible for this in each case and had concluded a congruent covering transaction with the respective supplier at the time of the conclusion of the contract with the customer. This shall also apply if we conclude the covering transaction immediately after the conclusion of the contract with the customer.

(3) If we become aware of an event within the meaning of paragraph (1) or (2), we shall inform the customer without delay. In the event of such an event, our performance deadlines / dates shall be automatically extended / postponed by the duration of the event plus a reasonable start-up period. If such events make it significantly more difficult or impossible for us to provide the service and are not only of temporary duration, we are entitled to withdraw from the contract.

#### 12. Place of Performance, Choice of Law and Place of Jurisdiction

(1) If the customer is an entrepreneur, our place of business shall be the place of performance, unless otherwise stipulated in the individual contract.

(2) The entire contractual relationship between us and our customer shall be governed by German law to the exclusion of the UN Convention on Contracts



for the International Sale of Goods, subject to individual agreements to the contrary. For consumers, this choice of law clause shall only apply to the extent that the protection offered to the consumer by the mandatory legal provisions of the country of residence remains unaffected.

(3) The exclusive place of jurisdiction for all present and future claims arising from the business relationship with merchants, including claims arising from bills of exchange and cheques, is the registered office of Röder Zelt- und Veranstaltungsservice GmbH. The same place of jurisdiction shall apply if the customer does not have a general place of jurisdiction in Germany, moves his place of residence or habitual abode out of Germany after conclusion of the contract or if his place of residence or habitual abode is not known at the time the action is brought. Otherwise, in the event of claims by us against the customer, the customer's place of residence shall be the place of jurisdiction.

**13. Severability Clause**

Should any provision in these terms and conditions or any provision within the scope of other agreements be or become invalid, the validity of all other provisions or agreements shall not be affected thereby. The parties shall conduct negotiations in compliance with the principle of good faith and with due consideration of the interests of both parties with the aim of closing the resulting contractual gap by means of an effective provision. Should these terms and conditions of delivery contain an unintended gap, this shall be closed by supplementary interpretation of the contract.