

Konnex GmbH

Conditions of sale and delivery - GTC

I. Validity

The following terms and conditions of business apply to all of our legal transactions with companies, legal entities under public law and special assets under public law.

II. Conclusion of the contract, content of the contract

1.

Our offers, deliveries and services are exclusively subject to these terms and conditions of business. Deviating terms and conditions of business of the customer do not form part of this contract. Our terms and conditions of business are deemed to have been accepted at the latest on receipt of the delivery or service.

2.

Our offers are subject to change and are non-binding, unless they are explicitly designated as binding or contain a specific acceptance term. We can accept orders or commissions within 14 days of receipt.

3.

The written contract, including these general terms and conditions of delivery, is exclusively decisive for the legal relationship between us and our customers. It is a complete representation of all agreements between us and our customers in relation to the contract. Promises we have undertaken prior to the conclusion of this contract are legally non-binding and verbal agreements between our customers and us are superseded by the written contract, unless it is stated explicitly in each case that such promises continue to binding.

4.

Addenda and changes to the agreements concluded, including these general terms and conditions of delivery, are only effective if made in writing. With the exception of our managing directors or authorised representatives, our employees do not have the right to enter into verbal agreements that deviate from the written agreement. To ensure the written form, transmission by telecommunication means is sufficient, in particular by fax or e-mail, provided that the copy of the signed declaration is transmitted.

5.

The information concerning the nature of the delivery or service (e.g. weights, dimensions, values in use, load capacity, tolerances and technical data) and our representations of the same (e.g. drawings and images) are only approximately relevant, unless the usability for the contractually intended purpose requires an exact match. We reserve the right to make technical and design-related deviations

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from descriptions and information in brochures, offers and written documents and changes in performance, construction and materials in the course of the technical implementation, without the customer being able to derive any rights therefrom.

6.

We reserve ownership or copyright of all offers and cost estimates made by us and the drawings, illustrations, calculations, brochures, catalogues, models, tools, other documents and resources made available to the customer. Without our explicit consent, the customer may not make these objects available to third parties, either as such or in terms of their content, or make them known, use them or reproduce them itself or through third parties. At our request, the customer must return these objects to us in their entirety and destroy any copies made of them if they are no longer required by the customer in the ordinary course of business or if negotiations do not lead to the conclusion of a contract. An exception to this is the storage of data provided electronically for normal data backup purposes.

III. Prices and payment

1.

The prices apply to the scope of services and delivery included in the order confirmations. Additional services or special services will be calculated separately. Prices are understood to be in euros ex works plus packaging, statutory value-added tax, customs duties for export deliveries and fees and other public charges.

2.

If the applicable prices charged by our suppliers or other costs, fees and other public charges related to our products increase in the period between the conclusion of the contract and delivery, we have the right to increase the agreed prices accordingly.

3.

Our invoices must be paid within 30 days of the invoice date without any deductions, unless agreed otherwise in writing. In determining the date of payment, the date of crediting our business account is decisive. Payment by cheque is prohibited unless agreed separately in an individual case. If the customer fails to pay by the due date, the outstanding amounts are subject to an interest rate of 5% per annum starting from the due date; the assertion of higher interest and further damages in the event of default remains unaffected.

4.

Offsetting and the right of retention on the part of the customer against our trade accounts receivable are excluded, unless the counter-claim is undisputed, has been established legally or is based on an alleged defect in the product we have delivered, for which we are demanding payment.

IV. Delivery and delivery time

1.

Deliveries are made ex works.

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2.

The deadlines and dates for deliveries and services promised by us are only approximate, unless a fixed deadline or a fixed date has been explicitly promised or agreed. Our delivery date or service date and our delivery deadline or service deadline are met if our products have left the factory by the end of this date or deadline or if we have indicated that the products are ready for dispatch. If an acceptance must take place, the acceptance date is decisive; this does not apply in the case of justified refusal of acceptance.

3.

If the delivery deadlines are indicated as a period, they start on the day following our order confirmation, but not before the customer has approved the outturn sample.

4.

Without prejudice to our rights in the case of default by the customer, we can demand an extension of the delivery and service deadlines from the customer or a postponement of the delivery and service dates corresponding to the period in which the customer fails to meet its contractual obligations towards us.

5.

We are not liable for impossibility of delivery or for delivery delays, insofar as these are caused by force majeure or other events not foreseeable at the time of the concluding the contract (e.g. operational disruptions of all kinds, difficulties in material or energy procurement, transport delays, strikes, legal lockouts, shortages of labour, energy or raw materials, difficulties in obtaining the required official permits, official measures or non-delivery, incorrect delivery or late delivery by suppliers), for which we are not responsible. If such events make the delivery or service significantly more difficult or impossible for us and it is not merely a temporary obstacle, we have the right to withdraw from the contract. In the case of temporary obstacles, the delivery or service deadlines are extended or the delivery or service dates are postponed by the period of presence of the obstacle plus a reasonable start-up period. If, as a result of the delay, the customer cannot be expected to accept the delivery or service, the customer can withdraw from the contract by sending us a written declaration immediately.

6.

We only have the right to make partial deliveries if

- the partial delivery can be used by the customer in the context of the intended contractual purpose,
- the delivery of the remaining goods ordered is still ensured and
- the customer does not have any significant additional work or additional costs as a result, unless we declare that we are willing to assume these costs.

7.

If we do not deliver in a timely manner, the customer must set a reasonable grace period for us amounting to at least 14 days, unless the requirements of §§ 323 para. 2, 326 para. 5, 636 German Civil Code (BGB) are met. After this period has expired, or in cases where the delivery or service becomes

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impossible for us for whatever reason, our liability is limited to compensation according to § IX of these terms and conditions of sale and delivery.

8.

In the case of framework contracts, the customer is obliged, at our request, to purchase an equal partial quantity every two months for the remaining term of the framework contract, unless a different delivery type has been agreed in the individual contract.

V. Transfer of risk, insurance

1.

The risk is transferred to the customer at the moment when the products leave our factory or distribution warehouse. This also applies in the case that we provide further services, such as shipping costs or delivery in particular. Insofar as an acceptance must be made, the risk is transferred on acceptance.

2.

Should the dispatch or acceptance be delayed or fail to occur due to circumstances for which the customer is not liable, the risk is transferred to the customer as soon as we have notified the customer of the readiness for dispatch or acceptance.

3.

Warehousing costs after the transfer of risk are borne by the customer. In the case of warehousing by us, the warehousing costs amount to 0.25% of the invoice amount of the delivery items to be warehoused per elapsed week. We reserve the right to assert and provide evidence of additional or lower warehousing costs.

4.

The shipment will be insured by us only at the customer's explicit request and at the customer's own expense against theft, breakage, transport damage, fire damage, water damage or other comparable risks.

5.

If acceptance must occur, our products are deemed to have been accepted if

- the delivery has been made,
- we have communicated this to the customer with reference to the deemed acceptance according to V. of these sales and delivery conditions and have requested the customer's acceptance,
- twelve working days have passed since delivery or the customer has already started to use the product (e.g. through installation) and, in this case, six working days have passed since delivery and
- the customer has refused the acceptance within this period for a different reason than because of a defect reported to us that makes the use of the purchased item impossible or impairs it significantly.

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VI. Claims for defects (warranty)

1.

Our liability extends to the absence of defects in our products that corresponds to the state of the art. Our liability is excluded in the case of:

- a) our products not being correctly stored, installed, commissioned or used by the customer or a third party;
- b) natural wear and tear;
- c) incorrect maintenance;
- d) use of unsuitable equipment;
- e) damage caused by repairs or other work conducted by third parties to which we have not explicitly consented.

2.

The customer must inspect the product immediately on receipt. Any identified defects must be reported to us in writing within one week of receiving the product. If this is not done, the product is deemed to have been approved. § 377 of the German Commercial Code (HGB) also applies.

3.

Our legal liability for defects is initially limited to supplementary fulfilment, i.e. at our discretion, elimination of defects or making a replacement delivery. The customer must immediately give us sufficient opportunity for supplementary fulfilment; otherwise, we are released from liability for the resulting consequences. The customer must return the replaced parts to us.

4.

If the supplementary fulfilment has failed, then the customer has the right to reduce the consideration or, in the case of significant defects, the right to withdraw from the contract.

5.

In the case of newly manufactured objects and work performances, including the associated planning and monitoring services, we are liable for defects for one year after the delivery or acceptance.

6.

The warranty does not apply if the customer modifies the product or has the product modified by third parties without our consent and this makes it impossible or unreasonably difficult to eliminate the defect. In any case, the customer must bear the additional costs of eliminating the defect resulting from this modification.

7.

Our liability is excluded for the sale of used products.

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8.

Further claims of the customer due to defects other than those listed in the above points 3.-5. are excluded. We are therefore not liable for damage that has not occurred to the product itself and we are not liable for any other financial losses suffered by the customer.

VII. Retention of title

1.

The product delivered by us remains our property until full payment has been made (reserved goods). We retain title to the reserved goods until all payments due from the business relationship with the customer have been received. We undertake to release our securities at the customer's request to the extent that the value of our securities exceeds the claims to be secured by more than 10%; the selection of the securities to be released is done by us.

2.

If the reserved goods are processed, combined or mixed with other goods that do not belong to us, we acquire co-ownership of the new goods in the ratio of the value of the reserved goods to the other processed, combined or mixed goods.

3.

The customer has the right to resell the reserved goods to a third party in the customary course of business; however, it hereby assigns all claims that arise from the resale to us.

4.

We have the right to insure the reserved goods against theft, breakage, fire damage, water damage and other damage at the customer's expense, unless the customer can prove to us that it has taken out appropriate insurance itself. The customer hereby assigns all claims against its insurer to us if it invokes one of the above-mentioned impediments to performance.

5.

If the customer falls into arrears by more than ten days on a partial payment due in full or to a substantial extent and if a reasonable payment deadline set by us has expired without effect, we can demand that the customer surrender the reserved goods and we have the right to withdraw from the contract. When we collect the reserved goods, a corresponding declaration of withdrawal will be made. The same applies if an application for insolvency is filed against the customer's assets and this is not withdrawn within 20 days from the application date. If the customer fails to comply with the surrender request or if there is a risk of loss or destruction of the reserved goods, we have the right to take possession of the reserved goods. For this purpose, we are permitted to access the location of the reserved goods. Any return costs incurred as a result of this measure are borne by the customer.

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6.

The customer is obliged to notify us immediately of any access to the goods, for example in the event of foreclosure and damage or loss/destruction of the goods and to name the person liable for compensation and/or the insurer liable for settling the damage.

VIII. Property rights

In the case of manufacturing according to the customer's information, samples, drawings or designs, the customer is liable for ensuring that third-party property rights and/or competition rights are not violated. We are not liable for any consequences resulting from this. The customer releases us from any claims by third parties.

IX. Liability

1. Our liability for any legal reason whatsoever is limited to intent and gross negligence.
2. All other limitations of liability contained in these terms and conditions of business do not apply in the case of:
 - a) intent or gross negligence on the part of us or our vicarious agents;
 - b) personal injury;
 - c) damage caused by the lack of a quality that we have assured;
 - d) claims under the Product Liability Act.

X. Choice of law; place of jurisdiction; final provisions

1.

The law of the Federal Republic of Germany applies. The United Nations Convention on Contracts for the International Sale of Goods is excluded.

2.

The place of jurisdiction in transactions with merchants is the registered office of our company. However, we have the right, at our own discretion, to also bring legal action at the customer's registered office.

3.

Insofar as the contract or these terms and conditions of sale and delivery contain loopholes, those legally effective provisions must apply to the implementation of these loopholes which the contractual partners, had they been aware of the loopholes, would have agreed according to the economic objectives of the contract for the purpose of these terms and conditions of sale and delivery.

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