

## Terms and Conditions of conet for the Sale of Materials

### 1. Scope, no other terms and conditions

(1) These terms and conditions of the conet Group apply to all legal transactions for the sale of instructions, handbooks and/or other materials which are subject to a fee in printed or electronic form — hereinafter referred to in summary as **"materials"** — by the respective contracting company in the conet Group — this company hereinafter referred to as **"conet"** or **"we"** — to the contracting partner — this partner hereinafter referred to as **"customer"**.

(2) The offer provided by conet is intended solely for customers who are not consumers in the sense of Section 13 of the German Civil Code.

(3) Conditions of the customer which are contradictory to or deviate from these terms and conditions do not become part of the contract unless we expressly agree to their inclusion. If the customer does not consent to this, he must inform us in writing immediately.

(4) The formulaic reference to the terms and conditions of the customer is hereby expressly contradicted.

### 2. Conclusion of the contract, delivery

(1) Our offers are subject to alteration and non-binding. We reserve the right to make technical changes and changes to the shape, colour and/or content to the extent that this is reasonable to the customer.

(2) By making an order, the customer is making a binding declaration that he wishes to purchase the materials in question at the agreed cost. We are entitled to accept the offer of a contract made in the order within two weeks of receipt. Acceptance can be in writing, via email, or by provision of the materials ordered for delivery to the customer.

(3) If the customer orders the materials electronically, we will confirm receipt of the order immediately via email. This order confirmation is not a binding acceptance of the order. However, it can be linked to the acceptance of the order.

(4) Information on delivery deadlines and/or times - hereinafter summarised as **"delivery deadlines"** — **are** not binding unless we have expressly consented to a binding delivery deadline as an exception.

(5) To the extent that we are unable to comply with binding delivery deadlines for reasons for which we are not responsible (lack of availability of the service), we will inform the customer immediately and simultaneously communicate the new delivery deadline. If the service is also not available within the new delivery deadline, we are entitled to withdraw from the contract in full or in part. Any return service that has already been provided will be reimbursed immediately.

Non-availability of the service includes in particular the incorrect and/or non-punctual delivery by a supplier if we have concluded a congruent hedging transaction with this supplier.

### 3. Reservation of title

The materials delivered remain our property until all of the claims conet has against the customer have been paid in full.

### 4. Prices and terms of payment

(1) All prices are quoted before the statutory VAT.

(2) Delivery is on account.

(3) Unless otherwise agreed, the purchase price is quoted before the standard shipping costs.

For deliveries abroad we will charge the shipping costs that are actually accrued. The customer must be asked about this.

(4) The purchase price is due on receipt of the goods and issuance of the invoice. This must be paid by the customer within 1 calendar days of this date.

### 5. Offsets and retentions

(1) The customer is only able to offset claims by conet against those counterclaims which have been legally established or are undisputed.

(2) Rights of retention on the part of the customer are only permitted to the extent that they related to claims that are based on the same contractual relationship.

### 6. Delivery and transfer of risk

(1) Delivery is ex warehouse, where the place of performance also is. The materials can be sent to another destination at the customer's request and expense (sales shipment).

(2) The risk of any accidental loss or worsening of the goods transfers to the customer as soon as the delivery is transferred from conet to the transport company. If shipping is delayed at the customer's request, the risk transfers to the customer on communication of readiness for shipment.

### 7. Claims for defects by the customer

(1) The legal regulations apply to the rights of the customer in the case of material defects unless otherwise agreed below.

(2) The contractual service description is authoritative for the quality of the subject matter of the contract, otherwise the statutory defect definition. The customer is in particular not able to derive a further obligation from other representations in public statements or the advertisements by conet and its employees or business partners.

(3) A requirement for claims for defects on the part of the customer is that he has met his statutory duty of examination and objection (Sections 377 and 381 of the Commercial Code).

(4) Regardless of his duty of examination and objection set out above, the customer must communicate obvious defects (including incorrect and insufficient deliveries) within two weeks of delivery in writing, with the message being deemed to fall within this time period if it is sent within this period. If the customer fails to carry out a proper examination or communicate defects, liability on the part of conet for the defects which have not been reported is excluded.

(5) If the customer makes a request for a defect to be remedied that turns out to be unjustified, conet can request that the costs which arise as a results of this are reimbursed by the customer.

(6) Claims on the part of the customer for compensation or the reimbursement of fruitless expenditure only exist in accordance with Clause 8 and are otherwise excluded.

### 8. Limitation of liability

(1) Information in our brochures, advertisements, documentation and on websites does not represent a declaration of a guarantee and does not pledge properties.

(2) We are only liable in the event of fault on our part or on the part of our legal representatives, managing employees and other agents, and only in accordance with the regulations below.

(3) We are liable to an unlimited extent for damage which was caused intentionally or due to gross negligence by us

or by our legal representatives, managing employees and/or other agents.

(4) In the case of the infringement of an obligation that the customer should have been able to rely on being fulfilled and the fulfilment of which enables the proper implementation of the contract (known as a cardinal obligation) due to simple negligence, our liability is limited to the damage which typically would be paid within the scope of the relevant contractual relationship (known as foreseeable damage typical of the contract). Liability for damages caused by simple negligence is otherwise excluded.

(5) In the event of liability in accordance with paragraph (4) above, the level of our liability is restricted under the respective legal transaction to five times the purchase price, regardless of the number of claims.

(6) Liability for fraudulent intent, for damages to persons and liability in accordance with the Product Liability Act is not affected by the regulations above.

#### **9. Limitation period**

All claims on the part of the customer, regardless of the reason for these, lapse after 12 months. However, the statutory limitations apply in the case of intentional behaviour (including fraudulent intent) by conet and claims in accordance with the Product Liability Act.

#### **10. Place of jurisdiction**

(1) The law of the Federal Republic of Germany applies to the exclusion of all international (contractual) legal orders, in particular the UN Sales Convention.

(2) The exclusive place of jurisdiction is Siegburg. We are also entitled to submit a claim at the customer's headquarters.