

General Terms and Conditions of Sale and Delivery

1. General

1.1 Deliveries and services as well as offers by BVS shall be made exclusively based on the following General Terms and Conditions of Sale and Delivery. These terms and conditions shall be deemed to have been accepted when a binding order is placed.

1.2 Deviating, conflicting or supplementary General Terms and Conditions shall not become part of the contract, even if known, unless their validity is expressly agreed.

1.3 These General Terms and Conditions shall also apply to all future transactions, even if no further reference is made to them.

1.4 The General Terms and Conditions shall apply exclusively to entrepreneurs. Entrepreneurs within the meaning of these Terms and Conditions are natural or legal persons or partnerships with legal capacity with whom a business relationship is entered into and who act in the exercise of their commercial or independent professional activity.

2. Offer and Conclusion of Contract

2.1 Offers made by BVS are subject to change without notice and are based on the data and drawings provided by the customer. Technical changes are reserved.

2.2 Orders shall only become legally binding upon written confirmation of the order by BVS. Subsidiary agreements or any deviations shall also require written confirmation by BVS.

3. Scope of Delivery

3.1 The scope of delivery is exclusively determined by the written order confirmation.

3.2 Information contained in documents such as illustrations, drawings, brochures, weight, dimensional and performance data, etc. shall not be deemed to be guarantees of quality. Deviations customary in the trade shall be permissible and shall not entitle the Buyer to lodge a complaint unless specific dimensions and characteristics have been expressly promised by BVS as binding.

3.3 Insignificant changes in design, form, execution and colour shall not entitle the Buyer to withdraw from the contract or to reduce the purchase price.

3.4 Protective devices shall only be supplied to the extent expressly agreed in the contract.

4. Delivery Period

4.1 The delivery period shall commence upon receipt of the written order confirmation. Partial deliveries are generally permitted.

4.2 The contract shall be concluded subject to the proviso that BVS shall not perform or only partially perform in the event of incorrect or improper self-delivery. This shall only apply in the event that BVS is not responsible for the non-delivery. In the event of non-availability or only partial availability of the goods, the customer will be informed immediately. The consideration shall be refunded by BVS.

4.3 The delivery periods stated by BVS are based on the delivery situation and production possibilities prevailing on the date on which they are stated and are non-binding, unless a specific delivery date or a specific delivery period has been expressly agreed as binding between the parties.

4.4 If BVS is unable to meet the delivery deadline due to force majeure, which includes, for example, war, civil unrest, confiscation, strikes, lockouts, shortage of materials, machine breakdowns, other unforeseen operational disruptions, transport delays, BVS shall be entitled to postpone the deliveries or services for the duration of the hindrance plus a reasonable start-up period. The same shall apply if the aforementioned hindrances have occurred at the suppliers of BVS. If the aforementioned events are of considerable extent, BVS shall be entitled to withdraw from the contract without the Buyer being entitled to assert any claims against BVS. This shall also apply if such an event occurs during an already existing delay.

4.5 The Buyer shall be informed immediately of any delay in delivery. Delays in delivery of more than three months shall entitle the customer to withdraw from the contract. Claims for damages due to delayed delivery are excluded, unless there is a delay for which BVS is at least grossly negligent.

5. Transportation and Packaging

5.1 The products supplied by BVS shall be delivered in a suitable form of packaging. The packaging shall not be taken back.

5.2 Shipment is at the expense of the buyer. The route and means of transport shall be determined by BVS at its own discretion, unless otherwise expressly instructed by Buyer. BVS is not liable for the cheapest means of transport if this is in accordance with the instructions of the customer.

5.3 BVS is entitled, but not obliged, to take out transport insurance at Buyer's expense.

5.4.1 For the Buyer, the risk of accidental loss and accidental deterioration of the goods sold shall pass to the Buyer upon delivery, in the case of a sale to destination, upon delivery of the goods to the forwarder, carrier or other person or institution designated to carry out the shipment.

5.4.2 If the Buyer is in default of acceptance, this shall be deemed equivalent to delivery.

5.5 If the Buyer is in default of acceptance, BVS shall be entitled to claim compensation for the damage it has suffered as a result. If the ordered goods are not accepted after notification of readiness for dispatch, BVS shall nevertheless be entitled to demand the agreed payment.

5.6 The goods may not be sold without the trademarks affixed by BVS. Furthermore, the Customer is prohibited from using the BVS trademarks in any way.

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6 Price and Payment

6.1 Our generally valid prices on the day of delivery apply. The statutory value added tax as well as the costs for packaging and delivery are to be added.

6.2 Unless otherwise agreed in writing, delivery shall be made from our warehouse.

6.3 The route and means of transport shall be determined by BVS, unless the Buyer orders a specific route at his own risk. The costs of transport insurance, loading and transport, as well as all other costs incurred in connection with the delivery, shall be borne by the Buyer.

6.4 The customer is obliged to pay within 10 days after receipt of the goods and the invoice. After this period, the customer is in default of payment. Other payment terms must be agreed in writing prior to delivery.

6.5 Bills of exchange shall only be accepted by special agreement; bills of exchange and checks shall only be accepted on account of payment and free of charge for us. BVS shall not be liable for the timely presentation and protest of bills of exchange.

6.6 Discounts may only be deducted if they have been agreed in writing by BVS. The deduction of agreed discounts is always subject to the condition that the Buyer is not in default with other payments.

6.7 During the period of default, the contractor shall pay interest on the debt at a rate of 8% above the base rate.

6.8 BVS may revoke credit commitments and payment terms to the customer at any time for good cause.

6.9 The Customer may only terminate a contract with the consent of BVS. In the event of termination, BVS shall be entitled to demand the agreed purchase price less any expenses saved, but at least 20% of the agreed price. The customer reserves the right to prove that the damage incurred was less.

7 Retention and Set-off

The Buyer may only set off claims of BVS or assert a right of retention if the Buyer's counterclaim is undisputed or has been established as final and absolute or has been expressly acknowledged by BVS.

8 Retention of title

8.1 All items purchased shall remain the property of BVS until all obligations arising from the purchase contract have been paid in full. The retention of title shall also apply to all other claims of BVS against Buyer arising from the current business relationship. Upon request, BVS shall release the securities to which it is entitled at its discretion if the value of the securities exceeds the claims of BVS by more than 20%.

8.2 Furthermore, the so-called extended retention of title is agreed. If the Buyer processes the goods, BVS shall acquire co-ownership of the new item in proportion to the value of the delivered goods.

8.3 For the duration of the retention of title, Buyer shall, at BVS's request, insure the object of purchase against destruction, damage and loss, provided that BVS is

entitled to the rights arising from such insurance. Buyer is free to choose the insurer.

8.4 As long as the retention of title exists, Buyer shall handle the goods with care and shall refrain from any disposal, in particular transfer of ownership, pledging and transfer of possession. BVS may inspect the goods at any time and demand their return if the claim for payment appears to be at risk; the Buyer shall bear any additional costs incurred as a result. The Buyer shall notify BVS by registered letter within 24 hours of any seizure by third parties, in particular of any execution measures. The Buyer shall bear the costs of intervention.

8.5 The entrepreneur shall be entitled to resell the goods in the ordinary course of business. He hereby assigns to BVS all claims in the amount of the invoice to which he is entitled against a third party as a result of the resale. BVS accepts the assignment.

8.6 Upon request, the Contractor shall provide BVS with all requested information on the assigned claim and submit a written declaration of assignment. After the assignment, the Contractor shall be authorized to collect the claim and shall at the same time be obliged to immediately transfer the amount received to BVS in the amount of the outstanding claims. BVS reserves the right to collect the claim itself as soon as the Contractor fails to properly meet its payment obligations and is in default of payment.

9 Warranty

9.1.1 BVS warrants that the goods are free from defects in material and workmanship in accordance with the state of the art. BVS shall initially provide warranty for proven defects in the goods by repair or replacement, at BVS's discretion. Multiple repairs are permitted.

9.1.2 If the subsequent performance fails, the Buyer may, at his option, demand a reduction of the purchase price or withdraw from the contract. In the case of minor defects, however, the Buyer shall not be entitled to withdraw from the contract.

9.1.3 The warranty period is one year from the date of acceptance.

9.2 The Buyer shall be obliged to inspect the delivered goods immediately for deviations in quality and quantity and to notify BVS in writing of recognizable defects within a period of one week from receipt of the goods; otherwise the assertion of warranty claims shall be excluded. Hidden defects must be reported to BVS in writing within one week of their discovery. Timely dispatch is sufficient to meet the deadline.

9.3 Further claims for damages by the Buyer other than those set out in Clause 9.1.2 based on breaches of duty by the Seller, its legal representative or its vicarious agent may only be asserted if the breaches of duty are based on intent or gross negligence, unless they involve injury to life, limb or health.

9.4 Any liability for defects shall lapse as long as Buyer is in default or if Buyer or a third party has carried out repairs or other changes to the delivered goods without the consent of BVS.

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9.5 The delivery of replacement parts shall be subject to the same conditions as the original delivery.

9.6 No liability is accepted for the infringement of industrial property rights.

9.7 Liability for breach of duty due to guaranteed properties of the object of purchase shall remain unaffected; if BVS does not expressly designate properties as such, these shall not be guaranteed properties within the meaning of § 444 BGB.

9.8 In the case of slight negligence, BVS shall only be liable if an obligation is violated, the observance of which is of particular importance for achieving the purpose of the contract. In this case, liability shall be limited to such damages as are typically to be expected within the scope of this contract. BVS shall not be liable for completely atypical or unforeseeable damage.

9.9 The foregoing clauses 9.7 to 9.8 shall not apply to claims arising from fraudulent conduct, to claims under the German Product Liability Act (Produkthaftungsgesetz) and to liability for loss of life, physical injury or damage to health.

9.10 Insofar as the liability of BVS is excluded or limited under these GTC, this shall also apply to the personal liability of the employees, workers, staff, representatives and vicarious agents of BVS.

10 Special instructions

10.1 BVS provides the customer with special instructions for assembly and processing. The explanations in the so-called Processing Guidelines at www.bvs-akustik.de, menu item "<https://bvs-akustik.de/assets/planungs-informationen/Processing-guidelines.pdf>". The Buyer hereby expressly declares that he will conscientiously follow these instructions, which are available to him online. If the Buyer does not follow these instructions for assembly, does not have the assembly carried out by a specialist company, makes changes to the products delivered by BVS himself, does not use the delivered items as intended or uses materials that are not suitable for assembly, any warranty by BVS shall lapse unless the Buyer can credibly disprove that one of these circumstances has caused the defect. Any use contrary to the aforementioned instructions and explanations of BVS shall be deemed to be improper use.

10.2 At the request of BVS, the Buyer undertakes to return the goods complained of in the condition in which they were delivered to BVS for inspection.

10.3 The parties agree that BVS shall not be liable for advertising statements made by third parties (e.g. manufacturers within the meaning of § 4 paras. 1 and 2 of the Product Liability Act or their vicarious agents) about the quality of the object of purchase or regarding the designation of certain properties of the object, unless ignorance of these advertising statements is itself due to intent or gross negligence on the part of BVS.

11 Place of Performance and Legal Venue

11.1 The place of performance for both parties shall be Verl. The place of jurisdiction is the court responsible for our registered office in Gütersloh. This shall also apply to proceedings involving bills of exchange, cheques and documents.

11.2 The law of the Federal Republic of Germany shall apply. The provisions of the UN Convention on Contracts for the International Sale of Goods shall not apply.

11.3 The invalidity of individual provisions of these terms and conditions or of the remaining content of the contract shall not affect the validity of the remaining provisions.