

International Terms and Conditions of Sale for the Online Shop of Naue GmbH & Co. KG

§ 1 Applicability of these International Terms and Conditions of Sale

1. The terms and conditions set out in these International Terms and Conditions of Sale for the Online Shop of Naue GmbH & Co. KG (hereinafter "IntT&C Online") shall form an integral part of all sales contracts ("Contracts of Sale") concluded via our Online Shop as of 01. July 2022. The buyer's terms and conditions which conflict or differ from these IntT&C Online and/or the legal provisions do not apply, even if we do not object to them or render performance or accept the buyer's performance.
2. These IntT&C Online do not apply if the products are bought for personal, family or household use and we knew or ought to have known at any time before or at conclusion of the Contract of Sale that the products were bought for any such use. The buyer declares that the products are not bought for personal, family or household use.

§ 2 Formation of the Contract of Sale

1. The presentation of the products in the Online Shop does not constitute a legally binding offer by us, but an invitation to the buyer to place an order.
2. Before placing an order, the buyer must apply for a user profile, by stating his address, his banking details and the billing address. After receipt of such an application, we will set up a user profile for the buyer and send a username and an automatically generated access password to the e-mail address of the buyer. With the username and the automatically generated access password, the buyer can log in to the Online Shop at <https://customercenter.naue.com/>. The access password must be changed by the buyer after the first login.
3. In our Online Shop, the buyer can access our product overview by clicking on the "Products" button on the start page or by clicking on the "PRODUCTS" button in the task bar at the top of the user interface. By clicking on the "Product details" button assigned to the respective products, the buyer can access the respective product page. Under the product description on the respective product page, the buyer can select the respective product by specifying the quantity. Depending on the buyer's choice, the quantity and, depending on the unit price, the total price of the respective product order is automatically displayed. By clicking on the "add to cart" button, the buyer can add the selected product quantity to his virtual shopping cart without making an offer to purchase to us. By clicking on the "Shopping cart" button on the home page or in the task bar or by clicking on the "add to cart" button on the respective product page, the buyer enters his virtual shopping cart. There, his order including the total net value, the sales tax and the total gross price is clearly displayed. The buyer can then change his product selection again or remove selected products from the shopping cart by clicking on the "Delete" button.
4. Depending on how the buyer would like to receive the products, he must already select "Collection" or "Delivery" on the respective product page. If he chooses "Delivery", he will be asked to enter the shipping address in the shopping cart. The purchase price to be paid by the buyer also depends on whether the buyer chooses "Collection" or "Delivery". The buyer can specify a so-called "desired delivery date" or "desired collection date" in the shopping cart. However, this is not binding for us. Once all the necessary details have been entered and no corrections are required, the buyer can complete the ordering process by clicking on the "Buy now" button, as specified in § 2 sec. 5 of these IntT&C Online. By clicking on "MY ORDERS" in the task bar, the Buyer can see his order history and its respective processing status with us. If the Buyer wishes to re-order a product already ordered, he can add a product from a previous order in his order history directly to his shopping cart via the shopping cart icon. The IntT&C Online will be provided for downloading and the buyer will be asked to accept them before he can complete the ordering process. If the buyer wishes to cancel the order process altogether, this is done by closing the browser.
5. By clicking on the button "Buy now", the buyer places a binding order with us for the products contained in the shopping cart. We will confirm receipt of the order to the buyer by sending an e-

mail that the buyer's order has been received. This confirmation of order receipt does not constitute acceptance of the buyer's order. The contract is only concluded when we accept the buyer's order by means of an Order confirmation. This Order confirmation is timely, if it will be received by the buyer by e-mail within five (5) calendar days of receipt of the buyer's order at the latest.

6. We will invoice the buyer for his order as soon as we have accepted it by means of an Order confirmation. The buyer can get access to this invoice after we have confirmed his order in the Online Shop via "UNPAID INVOICES " in the task bar and download it via the "Invoice" button.

§ 3 Applicable Law

1. The Contract of Sale is governed by the United Nations Conventions of 11 April 1980 on Contracts for the International Sale of Goods ("CISG" and/or "UN Sales Convention") in the English version and all legal questions beyond the scope of the CISG are governed by the Swiss law of obligations (Obligationenrecht). The CISG also applies to all agreements as to the jurisdiction of courts and arbitral tribunals.
2. Should commercial terms be used the Incoterms® 2020 of the International Chamber of Commerce apply taking into account the provisions stipulated in these IntT&C Online.

§ 4 Specifications of the products; Third party rights

1. The products to be delivered have to conform to the specifications and quality requirements set out in the respective "Product Data Sheets" and the "Declaration of Performance" relating to the products at the time of conclusion of the contract, which the buyer - if available - can download as a pdf document from the respective product page by clicking on the button "Additional technical documentations". To do so, he must click on "Download". However, the content of the aforementioned Product Data Sheets/Declaration of Performance are neither warranted characteristics nor guarantees. To the extent the specifications or quality requirements are to be found incomplete, the products conform with the contract if they are fit for the purpose which is usual in Germany and fit for the purpose for which products of the same description are usually used for in Germany. Unless otherwise explicitly agreed to, the products do not have to conform to any laws or regulations existing outside of Germany. The buyer is obliged to strictly comply with any existing installation instructions, because the characteristics of the products can be affected if they are subject to inappropriate handling and/or incorrect installation. The installation instructions, which the buyer - if available - can also download from the respective product page in the Online Shop, must always be complied with in total. If there are no installation instructions in the Online Shop, the buyer can request them from us.
2. Should the buyer intend to use the products in circumstances which are unusual or which could entail a particular risk to the safety and health of any person or to the environment, the buyer has to inform us in writing about these intentions before concluding the Contract of Sale.
3. Rights and claims of third parties (in particular rights and claims based on title or industrial property rights) only constitute a defect in title if these rights and/or claims are in force and registered in Germany and impede the use of the products in Germany.

§ 5 Obligation to deliver; Passing of risk

1. If the buyer selects "Collection" in the Online Shop, delivery will be made either FCA Gewerbestraße 2, 32239 Espelkamp (Germany) Incoterms 2020 or FCA Markneukirchner Str. 2-4, 08626 Adorf (Germany) Incoterms 2020, depending on the production location stated in the Online Shop. If the buyer selects "Delivery" in the Online Shop, the delivery will be CPT (place of delivery, depending on the production location: Gewerbestraße 2, 32239 Espelkamp or Markneukirchner Str. 2-4, 08626 Adorf, both located in Germany; destination: the "Delivery address" specified by the buyer in the ordering process) Incoterms 2020. We are not obliged to inform the buyer of the delivery or to insure the products.
2. We have to deliver the products referred to in the Order Confirmation including a packaging that is suitable for the means of transportation.
3. Adherence to the delivery date respectively the delivery period stated in our Order Confirmation is not of the essence and non-adherence to the delivery date or the delivery period respectively does not constitute a fundamental breach of contract. If delivery periods are agreed to, we reserve the right to determine the exact delivery time within the delivery period.

4. All delivery dates and delivery periods are dependent upon the buyer performing all of his obligations in due time. In particular, the buyer has to make agreed payments in due time.
5. We are entitled to make partial deliveries and to invoice these separately.
6. The passing of risk takes place with delivery in accordance with the agreed Incoterm-clause. Should the buyer fail to take delivery, the risk passes at the time the buyer fails to take delivery.
7. In addition to our statutory rights we are entitled to suspend the performance of our obligations if there are reasonable indications that the buyer will not perform his obligations under the Contract of Sale, in particular not be able to pay the agreed price in due time.

§ 6 Delivery Note and other documents

1. We will provide the buyer with a delivery note issued according to our standard.
2. We shall issue further shipping and customs documents if we are obliged to do so in accordance with the agreed Incoterm-clause.

§ 7 Obligation to pay the purchase price

1. The buyer is obliged to pay the purchase price shown on the invoice in accordance with § 2 sec. 6 of these IntT&C Online (if applicable, after deduction of a discount agreed individually with the buyer in each case) and, in the case of a selected shipment, also the shipping costs shown to the bank account nominated by us. The place of payment is 32339 Espelkamp/Germany. Banking fees accrued outside of Germany will be borne by the buyer. The payment is due on the date or within the time limit stated on the Order confirmation. The payment period (stated on the Order confirmation) shall be calculated based upon the date of invoice. In the absence of any payment dates or time limits stated on the Order confirmation, payment shall be made within 30 (thirty) calendar days after date of invoice. The buyer's acceptance of the products is no precondition for the payment to become due. The agreed price covers the services incumbent upon us, including any packaging.
2. The agreed prices shall exclude any statutory VAT applicable at the date of delivery.
3. The buyer is only entitled to exercise a lien or to suspend his performance if this is based on the same transaction as well as based on a due and undisputed or finally adjudicated counterclaim of the buyer.
4. The buyer may only offset any claims insofar as the buyer's counterclaim is acknowledged, undisputed or assessed in a legally binding judgement.
5. If and till such time the buyer is in arrears with payment of the purchase price, the buyer is obliged to pay interest at the rate of nine (9) percentage points above the base rate of the German Central bank per annum.

§ 8 Non-Conforming products; products with a defect in title

1. The products do not conform to the contract if at the time the risk passes they significantly deviate from the requirements set out in § 4 sec. 1 and sec. 2.
2. The products are not free from rights or claims of third parties if at the time the risk passes they significantly deviate from the requirements set out in § 4 sec. 3.

§ 9 Duty of examination and notification

1. Without prejudice to the legal provisions, the buyer is obliged to examine the products comprehensively in respect of deviations as regards type, quantity, quality and packaging. If necessary, the buyer is obliged to conduct the examination with the help of external third parties.
2. Notice of non-conformity has to be made in within ten (10) calendar days. For very obvious non-conformities, the period for such notification starts with the delivery of the products, in all other cases after the buyer has discovered the non-conformity or ought to have discovered it. Notice of non-conformity has to be given in writing. The notice of non-conformity has to clearly indicate and describe the non- conformity in such a way that we can take remedial actions.
3. Apart from the aforesaid as well as with respect to defects in title, the statutory provisions apply.

§ 10 Limitation Period

Without prejudice to claims resulting from a malicious, grossly negligent or intentional conduct as well as claims due to injury of life, body or health, the buyer's claims in respect of the delivery of non-conforming products and products with a defect in title become time-barred one (1) year after delivery of the products.

§ 11 Remedies in case of non-conforming products and products with a defect in title; Limitation of Liability

1. In case of delivery of non-conforming products, the buyer can claim delivery of substitute products or declare avoidance of the Contract of Sale only in accordance with the legal provisions.
2. To the extent any costs associated with performing remedies are increased by the fact that the buyer has removed the products to a place not stated in the Order Acknowledgement or, in the absence of such an indication, to a place other than the buyer's place of business, these costs will be borne by the buyer.
3. Delivery of substitute products or repair does not lead to a restart or extension of the limitation period.
4. If we deliver non-conforming products or products with a defect in title or breach any other obligation resulting from the Contract of Sale or the business relationship with the buyer, the buyer is entitled to demand damages only in accordance with the following provisions and any recourse to concurrent bases of claim (in particular of a non-contractual nature) is excluded:
 - a) We are not liable for the conduct of our suppliers or subcontractors. Neither are we liable for damages to which the buyer has contributed.
 - b) The buyer has to prove that either our directors or employees or other members of staff have deliberately or negligently breached contractual obligations owed to the buyer.
 - c) In case of liability, the amount of damages for late delivery is limited to 0,5 per cent for each full week of delay, up to a maximum of 5 per cent of the net purchase price of the products delivered late or not at all, and in case of remedies because of delivery of non-conforming products and/or products with a defect in title and in cases of all other breach of obligations is limited to the net purchase price of the products affected.
 - d) Irrespective of § 11 sec. 4 c), we are not liable for loss of profit, damages for interruption to production and loss of usage.
 - e) The aforesaid limitations in § 11 sec. 4 do not apply
 - to injury of life, body or health,
 - if we have acted maliciously, gross negligently or intentionally,
 - if we are liable according to mandatory product liability laws, and
 - to liabilities which may not be excluded or limited according to the applicable laws.
5. Apart from the aforesaid, the statutory provisions apply. Any recourse to concurrent bases of claim, in particular of a non-contractual nature, is excluded. Equally excluded is any recourse against our company organs, employees, members of staff, or representatives on grounds of breach of contractual obligations owed by us.

§ 12 Rights in documents etc.

We reserve all intellectual property rights in any documents, pictures, drawings etc. (collectively "Documents") arising in connection with the performance of the obligations arising under the Contract of Sale and such Documents shall belong exclusively to us.

§ 13 Other Provisions

1. Title of the products that have been delivered remains with us until all of our claims against the buyer have been settled.
2. We are not obliged to perform any obligations not stated in the written Order Acknowledgement or in these IntT&C Online.
3. There are no side agreements to the Contract of Sale.
4. Any amendments to a concluded Contract of Sale require our written confirmation, duly approved by signature.

5. The buyer is not entitled to assign his rights and obligations against us to a third party.
6. The place of performance for delivery follows from the agreed Incoterm-clause, the place of performance for the payment in § 7 sec.1. For all remaining obligations and irrespective of the agreement of a differing Incoterms-clause, the place of performance is agreed to be 32339 Espelkamp/Germany, including for a replacement delivery, for the rectification of non-conformities and for the restitution of the contractual obligations in case of avoidance of the Contract.
7. All communications, declarations, notices etc. (hereinafter collectively "Notices") are to be drawn up exclusively in German or English. Notices by means of fax or email fulfil the requirement of being in writing. A signature is not required, unless these IntT&C Online explicitly require a signature.

§ 14 Agreement on arbitration and jurisdiction

1. All contractual and extra-contractual disputes, including disputes under insolvency law, arising out of or in connection with a Contract of Sale and these IntT&C Online, including its validity, invalidity, violation or cancellation as well as other disputes arising out of the business relationship between the buyer and us shall be exclusively resolved by arbitration in accordance with the Rules of Arbitration of the International Chamber of Commerce by one or more arbitrators appointed in accordance with the said Rules. The place of the arbitration shall be Zurich/Switzerland, the language used in the arbitral proceedings shall be English.
2. Instead of bringing an action before the arbitral tribunal in accordance with § 14 sec.1 we are also entitled to bring an action before the state court which has jurisdiction for 32339 Espelkamp/Germany and/or the state court of the buyer's place of business.

§ 15 Severability

If provisions of these IntT&C Online should be or become partly or wholly ineffective, the remaining provisions will continue to apply. We and the buyer are bound to replace the ineffective provision with a legally valid provision as close as possible to the commercial meaning and purpose of the ineffective provision.

§ 16 Data Protection

The personal data necessary for the business transaction will be stored and treated confidentially in compliance with the applicable data protection regulations.

§ 17 Miscellaneous

The data of the order and your acceptance of our IntT&C Online will be stored by us. In addition, the data of any order are part of the confirmation of order receipt, which will be sent by us - together with the IntT&C Online - to the buyer by e-mail after receipt of buyer's order, so that the buyer can also save and print both of them by himself. In addition, the order data are also included in the order history, which the buyer can view in the Online Shop under "My orders". The IntT&C Online can furthermore be requested from us or downloaded from our Online Shop.

Espekamp/Germany, 01. July 2022