

General Conditions of Sale for use by consumers

§ 1 General

- (1) All consignments, services and quotations of Thurner GmbH (hereinafter also referred to as the seller) concerning the sale and/or delivery of movable property (hereinafter referred to as goods), regardless of whether we manufacture the goods ourselves or purchase them from suppliers (sects. 433, 651 German Commercial Code) are made exclusively on the basis of these General Conditions of Sale (hereinafter also referred to as the General Conditions of Sale). These General Conditions of Sale form a part of all contracts that the seller concludes with consumers (hereinafter also referred to as the customer) in relation to his consignments or services. The customer is a consumer insofar as the purpose of the ordered consignments and services cannot be attributed predominantly to his commercial or independent professional activity.
- (2) All agreements made between the seller and the customer in connection with the purchase contract are especially based on these General Conditions of Sale, the written order confirmation and declaration of acceptance.

§ 2 Quotations; Orders

- (1) Quotations contained in brochures, advertisements and other advertising material are non-binding.
- (2) The customer's orders shall only be deemed as accepted if we have confirmed them in writing (e.g. by e-mail or fax). The sending of the ordered goods also counts as acceptance.

§ 3 Prices

- (1) Unless agreed otherwise in individual cases, our current prices (ex warehouse) at the time when the contract is concluded shall apply. This includes packaging and VAT at the statutory rate.
- (2) The transportation costs that are actually incurred will be charged to the customer. We do not take back transportation packaging or any other packaging. They become the property of the customer; except europallets.

§ 4 Delivery; shipping

- (1) The delivery period is agreed individually or specified by us upon acceptance of the order. Delivery is ex warehouse. At the customer's request, the goods will be shipped to another destination. The shipping costs are to be borne by the buyer. They include the costs of transport insurance taken out by us.
- (2) In the absence of a deviating written agreement by us, the choice of the place of shipping, the route as well as the means of transport shall be taken at our discretion, without assuming liability for the cheapest and fastest form of transportation.

- (3) If the customer provides the means of transport, he is responsible for punctual delivery. Any delays must be communicated to us in good time.
- (4) We are entitled to partial deliveries, insofar as partial deliveries are reasonable for the customer. We will bear the additional shipping costs caused by this.
- (5) If the goods are not available on time or cannot be delivered on time because we were not supplied by our suppliers (without us being at fault and despite their contractual obligation) we will immediately notify the customer. If the goods are not available from our suppliers for the foreseeable future, we are entitled to withdraw from the purchase contract. In the event of a withdrawal, we will immediately refund the customer's payments that have been made to us.
- (6) Deadlines and dates specified by us for the delivery or dispatch of the goods are always approximate and as such, they may be exceeded by up to two working days. This does not apply if a fixed delivery or shipping date has been agreed. If we do not comply with an agreed delivery or shipping date, the buyer must set us a reasonable period of grace, which may not fall short of two weeks under any circumstances. We are only in default after this period has expired. In this case, claims for damages against us are determined in accordance with sect. 7 of these General Conditions of Sale.
- (7) We are only responsible for the timely, proper delivery of the goods to the carrier and are not responsible for delays caused by the carrier. As such, any shipping time specified by us is not binding. However, if we have taken on installation or assembly work on the customer's premises, we are however liable for the timely completion of this work and handover to the customer on the contractually agreed date.
- (8) The risk of accidental loss, accidental damage or accidental loss of the delivered goods is transferred to the customer at the time the goods are delivered to the customer or when the customer is in default of acceptance. If we have taken over installation and assembly work on the customer's premises, the risk passes to the customer upon completion and handover.

§ 5 Payment conditions

- (1) Unless otherwise agreed in writing, the purchase price owed by the customer shall be payable within 14 days without deduction after our invoice has been received by the customer.
- (2) Payments can only be made on our business premises or by bank transfer to a bank account specified by us. Technical staff, drivers and field service staff may not collect payments.
- (3) The buyer may only offset own claims against our claims if the counterclaims are undisputed or legally binding. The buyer may only withhold payments owed by him for justified counterclaims from the same contractual relationship.

§ 6 Warranty

- (1) In the case of defects relating to the delivered goods, the buyer is entitled to statutory rights.

- (2) If the delivered goods are subject to a material defect, the customer may first of all demand the elimination of the defect or the delivery of faultless goods.
- (3) If the supplementary performance in accordance with para. 2 fails or is unreasonable for the customer, the customer shall, in accordance with the applicable law, be entitled to withdraw from the purchase contract, reduce the purchase price or demand damages or compensation for his or her wasted expenses. For claims of the customer relating to damages, the special provisions of sect. 7 of these General Conditions of Sale also apply.
- (4) The warranty period is two years from the date of delivery, unless longer periods are required by law.

§ 7 Limitation of liability

- (1) Our liability for damages, for whatever legal reason (in particular in case of a default, defects or other breaches of duty), is limited to contractually typical, foreseeable damage.
- (2) The above mentioned limitation of liability does not apply to our liability with regard to intentional or gross negligence, guaranteed characteristics, death, physical injuries or damage to health or cases covered by the Product Liability Act.

§ 8 Retention of title

- (1) We reserve the right of ownership regarding the goods that have been sold until full payment of all our current and future claims under the purchase contract and the ongoing business relationship (secured claims).
- (2) Before payment of the secured claims, the goods subject to retention of title may neither be sold on, pledged to third parties or pledged as security. The customer must notify us immediately in writing if and insofar as third-party access to the goods belonging to us takes place.
- (3) In the event of breach of contract by the customer, in particular in the event of non-payment of the due purchase price, we are entitled to withdraw from the contract in accordance with the statutory provisions. Furthermore, we are entitled to demand the goods on the basis of retention of title and withdrawal. If the customer does not pay the due purchase price, we may only assert these rights if we have unsuccessfully set a reasonable deadline for payment for the customer or if such a deadline is unnecessary in accordance with the statutory provisions.

§ 9 Withdrawal policy

- (1) Consumers shall have a statutory right of withdrawal when concluding a transaction involving distance selling or in the case of contracts concluded outside of the business premises. The seller shall be informed of the statutory right of withdrawal using the withdrawal policy attached to these General Conditions of Sale.
- (2) There is no right of withdrawal unless the parties have agreed otherwise. This especially applies in the case of contracts for the supply of goods that are not prefabricated and where, for their manufacturing, individual selection or

determination by the consumer is a decisive factor or where manufacturing is clearly tailored, based on the personal needs of the consumer.

§ 10 Final provision; applicable law

For these general conditions of sale and all legal relations between us and the customer, the law of the Federal Republic of Germany shall apply, excluding the United Nations Convention on Contracts for the International Sale of Goods. The statutory provisions restricting the choice of jurisdiction and the applicability of mandatory regulations, especially those of the state in which the customer as a consumer has his habitual residence remain unaffected.

Annex. Withdrawal policy

Date September 2016