

KOMOT

General Terms and Conditions of Sale of **Konrad Weinhuber Design GmbH**, Munich

Version dated October 1, 2025

1. SCOPE, FORM

1.1 These General Terms and Conditions of Sale (hereinafter: "GTC") apply to all contracts concluded between us,

Konrad Weinhuber Design GmbH
Lilienthalallee 7
80807 Munich

and you as our customer (hereinafter also referred to as the "Buyer"), for the sale of goods offered by us. Our range of goods and these GTC are directed exclusively at entrepreneurs (§ 14 German Civil Code – BGB), legal entities under public law, or special funds under public law, and not at consumers.

1.2 All agreements made between you and us in connection with the purchase contract arise in particular from these GTC, our written order confirmation, and our declaration of acceptance.

1.3 These GTC apply in particular to contracts for the sale and/or delivery of movable goods ("goods"), regardless of whether we manufacture the goods ourselves or purchase them from suppliers (§§ 433, 650 BGB). Unless otherwise agreed, the GTC in force at the time of the Buyer's order, or at least in the version last provided to him in text form, shall apply as a framework agreement also for similar future contracts, without our having to refer to them again in each individual case.

1.4 Our GTC apply exclusively. Deviating, conflicting, or supplementary general terms and conditions of the Buyer shall only become part of the contract if and insofar as we have expressly agreed to their validity. This requirement of consent applies in any case, for example even if the Buyer refers to his own terms and conditions in the course of placing the order and we do not expressly object.

1.5 Individual agreements (e.g. framework supply agreements, quality assurance agreements) and details in our order confirmation shall take precedence over these GTC. Trade clauses are to be interpreted in case of doubt in accordance with the Incoterms® issued by the International Chamber of Commerce in Paris (ICC) in the version valid at the time the contract is concluded.

1.6 Legally relevant declarations and notifications by the Buyer in relation to the contract (e.g. setting of deadlines, notice of defects, withdrawal or reduction) must be made in writing. For the purposes of these GTC, "in writing" includes written and text form (e.g. letter, e-mail, fax). Statutory formal requirements and further evidence, particularly in cases of doubt regarding the legitimacy of the declarant, remain unaffected.

1.7 References to the applicability of statutory provisions are for clarification purposes only. Even without such clarification, the statutory provisions shall apply unless they are directly modified or expressly excluded in these GTC.

2. CONCLUSION OF CONTRACT

2.1 Our offers are non-binding and subject to change. This also applies if we have provided the Buyer with catalogues, technical documentation (e.g. drawings, plans, calculations, calculations, references to DIN standards), other product descriptions, or documents – including in electronic form – to which we reserve ownership and copyright.

2.2 The Buyer's order of goods constitutes a binding contractual offer. Unless otherwise stated in the order, we are entitled to accept this contractual offer within two weeks of receipt.

2.3 We will immediately confirm receipt of your order placed via our dealer portal by e-mail. Such confirmation does not constitute a binding acceptance of the order, unless it explicitly declares acceptance in addition to confirming receipt.

2.4 A contract is only concluded when we accept your order by means of a declaration of acceptance or by delivering the ordered goods.

2.5 Orders for deliveries abroad can only be considered if they meet a minimum order value.

3. DELIVERY CONDITIONS AND RESERVATION OF ADVANCE PAYMENT

3.1 We are entitled to make partial deliveries.

3.2 The delivery period is individually agreed or specified by us upon acceptance of the order. If not, the delivery period is approximately 10–14 working days from conclusion of the contract.

3.3 If we are unable to meet binding delivery deadlines for reasons beyond our control (unavailability of performance), we will inform the Buyer without delay and at the same time notify him of the expected new delivery period. If performance is also not available within the new delivery period, we are entitled to withdraw from the contract in whole or in part; we will immediately refund any consideration already provided by the Buyer. Non-availability of performance shall be deemed to exist, for example, if we ourselves are not supplied on time by our supplier, despite having concluded a congruent covering transaction, in cases of disruptions in the supply chain (e.g. due to force majeure), or if we are not obliged to procure in the individual case.

3.4 The occurrence of our delay in delivery is determined by statutory provisions. In any case, however, a written reminder (text form is sufficient) by the Buyer is required. If we are in delay, the Buyer may demand liquidated damages for the delay. The lump-sum compensation shall amount to 0.5% of the net price (delivery value) per completed calendar week of delay, but in total not more than 5% of the delivery value of the delayed goods. We reserve the right to prove that the Buyer has incurred no damage at all or only significantly less damage than the above lump sum.

3.5 The rights of the Buyer under Clause 8 of these GTC and our statutory rights, in particular in the event of an exclusion of the duty to perform (e.g. due to impossibility or unreasonableness of performance and/or supplementary performance), remain unaffected.

4. DELIVERY, TRANSFER OF RISK, ACCEPTANCE, DEFAULT OF ACCEPTANCE

4.1 Delivery shall be ex warehouse, which is also the place of performance for delivery and any subsequent performance. At the Buyer's request and expense, the goods will be shipped to another destination (sale by dispatch). Unless otherwise agreed, we are entitled to determine the type of shipment (in particular transport company, shipping route, packaging).

4.2 The risk of accidental loss and accidental deterioration of the goods shall pass to the Buyer at the latest upon handover. In the case of a sale by dispatch, however, the risk of accidental loss and accidental deterioration of the goods and the risk of delay shall pass as soon as the goods are handed over to the carrier, the freight forwarder, or the person or institution otherwise designated to carry out the shipment. Where acceptance has been agreed, this shall be decisive for the transfer of risk. In all other respects, the statutory provisions of the law on contracts for work and services shall apply to an agreed acceptance. Handover or acceptance shall be deemed to have taken place if the Buyer is in default of acceptance.

4.3 If the Buyer is in default of acceptance, fails to cooperate, or if our delivery is delayed for other reasons attributable to the Buyer, we are entitled to demand compensation for the resulting damages including additional expenses (e.g. storage costs). For this we charge a flat-rate compensation of EUR 35 per calendar day, starting with the delivery period or – in the absence of a delivery period – with the notification of readiness for dispatch of the goods. Proof of higher damages and our statutory claims (in particular reimbursement of additional expenses, reasonable compensation, termination) remain unaffected; however, the lump sum shall be set off against further monetary claims. The Buyer is entitled to prove that we have incurred no damage or only significantly less damage than the above lump sum.

5. PRICES AND PAYMENT TERMS

5.1 Unless otherwise agreed in individual cases, our current prices at the time of conclusion of the contract (according to price list or price information in the partner portal) apply, ex warehouse, plus statutory VAT.

5.2 In the case of a sale by dispatch (Clause 4.1), the Buyer shall bear the transport costs ex warehouse and the costs of any transport insurance requested by the Buyer. Unless we invoice the actual transport costs incurred in the individual case or otherwise agreed, a flat-rate transport charge (excluding transport insurance) of EUR 35 shall apply. Any customs duties, fees, taxes, and other public charges shall be borne by the Buyer.

5.3 The purchase price is due and payable – unless expressly agreed otherwise – within 30 days of invoicing and delivery or acceptance of the goods. However, we are entitled at any time, even within an ongoing business relationship, to make a delivery in whole or in part only against advance payment. We will declare a corresponding reservation at the latest with the order confirmation.

5.4 Upon expiry of the above payment period, the Buyer shall be in default. The purchase price shall bear interest during the default at the applicable statutory default interest rate. We reserve the right to assert further damages caused by default. Our claim to the commercial maturity interest (§ 353 HGB) remains unaffected vis-à-vis merchants.

5.5 The Buyer shall only have rights of set-off or retention to the extent that his claim has been legally established or is

undisputed. In the event of defects in the delivery, the Buyer's counter-rights, in particular pursuant to Clause 7.6 of these GTC, shall remain unaffected.

5.6 If, after conclusion of the contract, it becomes apparent (e.g. by application for the opening of insolvency proceedings) that our claim to the purchase price is jeopardized by the Buyer's inability to pay, we are entitled under the statutory provisions to refuse performance and – if applicable after setting a deadline – to withdraw from the contract. In the case of contracts for the manufacture of non-fungible items (custom-made products), we may declare withdrawal immediately; statutory provisions on the dispensability of setting a deadline remain unaffected.

6. RETENTION OF TITLE

6.1 Until full payment of all our present and future claims arising from the purchase contract and an ongoing business relationship (secured claims), we retain ownership of the goods sold.

6.2 The goods subject to retention of title may not be pledged to third parties or transferred as security before full payment of the secured claims. The Buyer must notify us immediately in writing if an application for the opening of insolvency proceedings is filed or if third parties (e.g. seizures) gain access to the goods belonging to us.

6.3 In the event of the Buyer acting in breach of contract, in particular in the event of non-payment of the due purchase price, we are entitled to withdraw from the contract or/and demand return of the goods on the basis of the retention of title in accordance with the statutory provisions. The demand for return does not at the same time include the declaration of withdrawal; rather, we are entitled to demand only the return of the goods and reserve the right to withdraw. If the Buyer does not pay the due purchase price, we may only assert these rights if we have previously unsuccessfully set the Buyer a reasonable deadline for payment or such setting of a deadline is dispensable under statutory provisions.

6.4 Until revoked in accordance with below (c), the Buyer is entitled to resell and/or process the goods subject to retention of title in the ordinary course of business. In this case, the following provisions shall also apply:

(a) The retention of title extends to the products resulting from processing, mixing, or combining our goods at their full value, whereby we shall be deemed the manufacturer. If, in the event of processing, mixing, or combining with goods of third parties, their ownership rights remain, we shall acquire co-ownership in proportion to the invoice values of the processed, mixed, or combined goods. In all other respects, the same applies to the resulting product as to the goods delivered under retention of title.

(b) The claims against third parties arising from the resale of the goods or the product are hereby assigned by the Buyer to us in full or in the amount of our possible co-ownership share pursuant to the above paragraph as security. We accept the assignment. The Buyer's obligations specified in Clause 6.2 also apply with regard to the assigned claims.

(c) The Buyer remains authorized to collect the claim alongside us. We undertake not to collect the claim as long as the Buyer meets his payment obligations towards us, there is no deficiency in his ability to perform, and we do not assert the retention of title by exercising a right pursuant to Clause 6.3. However, if this is the case, we may demand that the Buyer discloses the assigned claims and their debtors, provides all information

necessary for collection, hands over the relevant documents, and informs the debtors (third parties) of the assignment. Furthermore, in this case, we are entitled to revoke the Buyer's authority to resell and process the goods subject to retention of title.

(d) If the realizable value of the securities exceeds our claims by more than 10%, we shall release securities of our choice at the Buyer's request.

7. BUYER'S CLAIMS FOR DEFECTS

7.1 The Buyer's rights in case of material and legal defects (including incorrect or short delivery as well as improper assembly/installation or defective instructions) shall be governed by the statutory provisions, unless otherwise stipulated below. In all cases, the statutory provisions regarding consumer goods purchases (§§ 474 et seq. BGB) and the Buyer's rights arising from separate guarantees, particularly those of the manufacturer, shall remain unaffected.

7.2 The basis of our liability for defects is above all the agreement made regarding the quality and the intended use of the goods (including accessories and instructions). Any product descriptions and manufacturer's statements which form part of the individual contract or which were publicly announced by us (especially in catalogues or on our website) at the time of conclusion of the contract shall be deemed an agreement on quality in this sense. If no quality has been agreed, it shall be assessed according to statutory provisions whether a defect exists or not (§ 434 para. 3 BGB). Public statements by the manufacturer or its agents, especially in advertising or on labels, shall take precedence over statements by other third parties.

7.3 For goods with digital elements or other digital content, we only owe provision and, if applicable, updates of the digital content insofar as this is expressly stipulated in a quality agreement pursuant to Clause 7.2. We assume no liability for public statements made by the manufacturer or other third parties in this respect.

7.4 We shall not be liable for defects of which the Buyer is aware at the time of conclusion of the contract or which he negligently fails to become aware of (§ 442 BGB). Furthermore, the Buyer's claims for defects require that he has fulfilled his statutory duties to examine and give notice of defects (§§ 377, 381 HGB). In the case of building materials and other goods intended for installation or further processing, an inspection must in any case be carried out immediately before processing. If a defect becomes apparent upon delivery, inspection, or at any later time, we must be notified immediately in writing. In any case, obvious defects must be notified in writing within 4 working days of delivery, and hidden defects within the same period after discovery. If the Buyer fails to properly inspect and/or notify defects, our liability for the defect not, not timely, or improperly notified is excluded in accordance with statutory provisions. This shall also apply to goods intended for installation, attachment, or installation if the defect became apparent only after the corresponding processing due to a breach of one of these obligations; in this case, the Buyer in particular has no claims for reimbursement of the corresponding costs (removal and installation costs).

7.5 If the delivered item is defective, we may initially choose whether to provide subsequent performance by remedying the defect (repair) or by delivering a defect-free item (replacement). If the type of subsequent performance chosen by us is unreasonable for the Buyer in the individual case, he may

refuse it. Our right to refuse subsequent performance under the statutory provisions remains unaffected.

7.6 We are entitled to make the owed subsequent performance conditional on the Buyer paying the purchase price due. However, the Buyer is entitled to withhold a reasonable part of the purchase price in proportion to the defect.

7.7 The Buyer must give us the time and opportunity required for the owed subsequent performance, in particular by handing over the defective goods for inspection purposes. In the case of a replacement delivery, the Buyer must return the defective item to us in accordance with statutory provisions upon request; however, the Buyer does not have a claim for return. Subsequent performance does not include the removal, dismantling, or deinstallation of the defective item or the installation, attachment, or fitting of a defect-free item, if we were not originally obliged to perform such services; the Buyer's claims for reimbursement of the corresponding costs (removal and installation costs) remain unaffected.

7.8 The expenses necessary for the purpose of inspection and subsequent performance, in particular transport, travel, labor, and material costs as well as, if applicable, removal and installation costs, shall be borne or reimbursed by us in accordance with the statutory provisions and these GTC if there is actually a defect. Otherwise, we may demand reimbursement from the Buyer of the costs incurred from an unjustified request to remedy a defect if the Buyer knew or should have known that there was actually no defect.

7.9 In urgent cases, e.g. if operational safety is at risk or to prevent disproportionate damage, the Buyer has the right to remedy the defect himself and demand reimbursement from us of the objectively necessary expenses incurred. We must be notified immediately, if possible in advance, of such self-help. The right of self-help does not exist if we would be entitled to refuse the corresponding subsequent performance in accordance with the statutory provisions.

7.10 If a reasonable period to be set by the Buyer for subsequent performance has expired unsuccessfully, or if setting such a period is dispensable according to statutory provisions, the Buyer may withdraw from the purchase contract or reduce the purchase price in accordance with statutory provisions. However, in the case of an insignificant defect, there is no right of withdrawal.

7.11 Claims of the Buyer for reimbursement of expenses pursuant to § 445a para. 1 BGB are excluded, unless the last contract in the supply chain is a consumer goods purchase (§§ 478, 474 BGB) or a consumer contract for the provision of digital products (§§ 445c sentence 2, 327 para. 5, 327u BGB). Claims of the Buyer for damages or reimbursement of futile expenses (§ 284 BGB) shall exist even in the case of defects of the goods only in accordance with Clauses 8 and 9 below.

8. OTHER LIABILITY

8.1 Unless otherwise provided in these GTC including the following provisions, we shall be liable for breaches of contractual and non-contractual obligations in accordance with statutory provisions.

8.2 We shall be liable for damages – regardless of the legal grounds – within the framework of liability for fault in cases of intent and gross negligence. In cases of simple negligence, we

shall be liable, subject to statutory limitations of liability (e.g. care in our own affairs; insignificant breach of duty), only

- a) for damages resulting from injury to life, body, or health,
- b) for damages resulting from the breach of an essential contractual obligation (obligation the fulfillment of which is a prerequisite for the proper performance of the contract and on the compliance of which the contractual partner regularly relies and may rely); in this case, however, our liability is limited to compensation for the foreseeable, typically occurring damage.

8.3 The liability limitations resulting from Clause 8.2 also apply to third parties and in the event of breaches of duty by persons (including in their favor) whose fault we are responsible for under statutory provisions. They do not apply if a defect has been fraudulently concealed, if a guarantee for the quality of the goods has been assumed, or for the Buyer's claims under the German Product Liability Act.

8.4 Due to a breach of duty not consisting of a defect, the Buyer may only withdraw from or terminate the contract if we are responsible for the breach of duty. A free right of termination of the Buyer (in particular pursuant to §§ 650, 648 BGB) is excluded. In all other respects, the statutory requirements and legal consequences shall apply.

9. LIMITATION PERIOD

9.1 Contrary to § 438 para. 1 no. 3 BGB, the general limitation period for claims based on material and legal defects is one year from delivery. If acceptance has been agreed, the limitation period begins with acceptance.

9.2 The above limitation periods under sales law also apply to contractual and non-contractual claims for damages of the Buyer based on a defect of the goods, unless the application of the regular statutory limitation period (§§ 195, 199 BGB) would lead to a shorter limitation period in the individual case. Claims for damages of the Buyer under Clause 8.2 as well as under the German Product Liability Act shall be subject exclusively to the statutory limitation periods.

10. CHOICE OF LAW AND JURISDICTION

10.1 These GTC and the contractual relationship between us and the Buyer shall be governed by the law of the Federal Republic of Germany to the exclusion of international uniform law, in particular the UN Convention on Contracts for the International Sale of Goods (CISG).

10.2 If the Buyer is a merchant within the meaning of the German Commercial Code, a legal entity under public law, or a special fund under public law, the exclusive – also international – place of jurisdiction for all disputes arising directly or indirectly from the contractual relationship shall be our registered office in Munich. The same applies if the Buyer is an entrepreneur within the meaning of § 14 BGB. However, in all cases we are also entitled to bring an action at the place of performance of the delivery obligation under these GTC or a prior individual agreement or at the Buyer's general place of jurisdiction. Overriding statutory provisions, in particular regarding exclusive jurisdiction, remain unaffected.