

**General Terms and Conditions of Dantherm GmbH, Oststraße 148, 22844 Norderstedt, Germany****1. Scope of application**

These general terms and conditions (Terms) shall apply to all supplies and services of Dantherm GmbH, Oststraße 148, 22844 Norderstedt (Dantherm). The application of opposing or deviating terms and conditions is excluded, unless Dantherm agreed to their application expressly in writing. These terms shall apply in particular even if Dantherm renders its services without reservation in the knowledge of conflicting or deviating terms and conditions.

2. Subject matter of the contract, deviations

2.1 Dantherm's offers are unbinding. Technical specifications, descriptions or illustrations of the delivery item in offers, brochures or other information documents do not constitute a guarantee of quality.

2.2 Dantherm reserves the right to deviations and changes in design, equipment and processing, provided that the subject matter of the contract is not substantially changed and the change is reasonable for the customer. In commercial business transactions, customary deviations in quantity, weight and quality cannot be objected to.

3. Delivery, Delay

3.1 Delivery periods (delivery dates) are only binding if they are expressly confirmed as binding by Dantherm. A delivery period shall be deemed to have been met if the delivery item has been dispatched or made available for collection within the period.

3.2 A binding delivery period shall be reasonably extended if Dantherm is not responsible for its non-compliance. This applies in particular in the case of the occurrence of unforeseen obstacles which cannot be eliminated with reasonable means and which lie outside the area of responsibility of Dantherm. The same shall apply in case of delay in self-delivery for which Dantherm is not responsible.

3.3 If the delivery becomes impossible in whole or in part for reasons for which Dantherm is not responsible, Dantherm shall have the right to withdraw from the contract. In such case the customer has no claim for compensation or subsequent delivery.

4. Packing

Dantherm is not obliged to take back the packaging of the delivery items.

5. Transfer of Risk

Unless explicitly agreed otherwise, delivery shall be EXW (ICC Incoterms 2020).

6. Prices

6.1 The prices are ex warehouse plus transport and legal value added tax.

6.2 Dantherm may increase the prices after the conclusion of the contract, if the price increase is due to a change in the manufacturing or procurement costs occurring after the conclusion of the contract, which Dantherm could not foresee at the conclusion of the contract despite the application of objective diligence and which Dantherm is not responsible for. The price increase must be within the scope of these cost increases.

7. Terms of payment, delay of payment, set-off and retention

7.1 Payments shall be due in cash without any deductions immediately upon receipt of the invoice. Cheques shall only be accepted by special agreement and only on account of payment, with all collection and discount charges being charged.

7.2 In case of delay of payment the customer is obliged to pay interest on arrears in the respective legal height over the base interest rate starting from beginning of the delay. Dantherm is also entitled to withhold deliveries also from other orders - in appropriate measure and extent - and to execute without advance notice only against prepayment or cash on delivery.

7.3 If Dantherm is entitled to claim damages instead of performance due to delay in payment, Dantherm may claim 20% of the agreed remuneration as damages without proof of damage. Further claims for damages remain reserved. The customer is free to prove a lower damage. Furthermore, in such case all demands of Dantherm against the customer - also from other business, including change demands - become due immediately. This does not apply towards consumers.

7.4 The customer may only offset his own claims if they are undisputed or have been legally established. Rights of retention are excluded in business transactions with entrepreneurs.

8. Retention of Title

8.1 The delivery items shall remain the property of Dantherm until all current and future claims to which Dantherm is entitled against the customer arising from the business relationship (reservation of title) have been fulfilled. The claims of Dantherm are not lost by inclusion in a current account balance and its recognition. The customer shall store the reserved goods properly and insure them adequately at its own expense. The customer is entitled to the resale of the reserved goods only in the context of the normal course of business, either against cash payment or agreement of a retention of title. The customer is prohibited from transferring or pledging the goods subject to retention of title as security or from any other disposal of the goods subject to retention of title which frustrates or impedes the security purpose of the retention of title.

8.2 If the reserved goods are seized by third parties at the customer, the customer has to inform the seizing third party about Dantherm's retention of title and to inform Dantherm immediately in writing under attachment of the seizure protocol as well as an affidavit, which confirms the identity of the seized reserved goods with the supplied reserved goods.

8.3 In the event of resale or lease of the reserved goods, the customer hereby assigns to Dantherm by way of security the claims to which it is entitled against its customers from the resale or lease in the amount of the value of the reserved goods sold in each case, until all claims of Dantherm from the business relations with the customer have been settled.

**General Terms and Conditions of Dantherm GmbH, Oststraße 148, 22844 Norderstedt, Germany**

8.4 The customer shall be entitled, as trustee and for the account of Dantherm, to collect the claims assigned to Dantherm from the resale and to realize ancillary rights. Dantherm may revoke the authorization to collect and the authorization to realize ancillary rights of the customer in case of an important reason, in particular in case of a substantial deterioration of the financial situation of the customer. The aforementioned authorizations, in particular the customer's authorization to collect, shall expire without revocation if the customer fails to meet its payment obligations towards Dantherm, insolvency proceedings are opened against its assets or the opening of insolvency proceedings is rejected for lack of assets.

8.5 The customer shall not be authorized to dispose of the assigned claims in any other way, e.g. by assignment to third parties (in particular to financing institutions), without the prior consent of Dantherm.

8.6 Upon request of the customer Dantherm is obliged to release its securities at its choice in so far as their value exceeds the claims of Dantherm against the customer from the current business relation altogether by more than 20%.

8.7 All costs of the return and the utilization shall be borne by the customer. The utilization costs amount to 15% of the utilization proceeds plus value added tax without proof. Both parties shall be free to prove higher or lower utilization costs.

9. Warranty

9.1 The delivery items shall be inspected carefully without undue delay upon delivery to the customer or to the third party designated by the customer. With regard to obvious defects or other defects, which would have been recognizable in the case of an immediate, careful inspection, they shall be deemed to have been approved by the customer, if Dantherm does not receive a notice of defect without undue delay after handover. With regard to other defects, the delivery items shall be deemed to have been approved by the customer if Dantherm does not receive a notice of defect without undue delay after the point in time at which the defect became apparent. Upon Dantherm's request, rejected delivery items shall be returned to Dantherm freight prepaid. In case of a justified notice of defect, Dantherm shall reimburse the costs of the most favorable shipping route; this shall not apply if the costs increase because the delivery items are located at a place other than the place of intended use.

9.2 In case of delivery of defective delivery items Dantherm delivers replacement or carries out the necessary rectification work at its own expense in its own plant (supplementary performance) at its discretion. If the customer is a consumer (§ 13 BGB), he has the right to choose the type of supplementary performance, as far as Dantherm does not incur disproportionate costs.

9.3 The warranty period for products of the brand "Aerial" is 24 months. For all other products the warranty period towards entrepreneurs shall be twelve (12) months. Liability for intent, gross negligence and breach of material contractual obligations pursuant to Section 10 shall remain unaffected.

10. Liability

10.1 Claims for damages and reimbursement of expenses of the customer against Dantherm, its organs, legal representatives and/or vicarious agents (hereinafter collectively referred to as "we" or "us"), irrespective of the legal grounds, in particular due to breach of contractual obligations and/or tort, shall be excluded.

10.2 The above exclusion of liability shall not apply if we are guilty of intent or gross negligence and/or in the event of culpable breach of material contractual obligations. Material contractual obligations are obligations the fulfillment of which is a prerequisite for the proper performance of the contract and on the fulfillment of which the customer regularly relies and may rely. In the event of gross negligence and in the event of a culpable breach of material contractual obligations, the scope of our liability shall be limited to compensation for the foreseeable damage typical for the contract.

10.3 The exclusion of liability pursuant to Section 10.1 and the limitation of liability pursuant to Section 10.2 shall not apply to damages resulting from culpable injury to life, limb or health and insofar as we are subject to mandatory liability, e.g. under the Product Liability Act.

11. Place of performance and jurisdiction

Place of performance is Norderstedt. Hamburg shall be the exclusive place of jurisdiction for all present and future claims arising from the business relationship in commercial business transactions, including claims arising from bills of exchange and cheques. This shall also apply in the event that the domicile or usual place of residence of the customer is unknown, is located abroad or is relocated there.

12. Applicable Law

These General Terms and Conditions as well as the contracts concluded on the basis of these General Terms and Conditions shall be governed exclusively by German law to the exclusion of the UN Convention on Contracts for the International Sale of Goods (CISG).
