

## General Terms of Sales, Delivery and Payment

### I. Scope, Defence Clause

1. The following general terms of sale, delivery and payment apply solely to companies, juristic persons under public law and special funds under public law.
2. We carry out our deliveries and services without exception on the basis of these terms. They also apply to all future deliveries and services, even if they are not explicitly agreed to again. Business and procurement terms of the purchaser are only effective if we recognise them in writing for the respective contract. Our terms and conditions shall be deemed accepted at the latest upon acceptance of our goods or services.
3. Our offers are non-binding. All agreements – in particular insofar as they change the terms – do not become legally binding until we confirm them in writing.
4. Templates or samples are considered non-binding inspection pieces. Minor deviations do not entitle to claims, unless they are not reasonable for the purchaser.

### II. Terms of payment, palette calculation and return

1. The calculation of our delivery takes place at the prices effective on the day of entering into the contract, unless a fixed price was explicitly agreed. Our price information does not include sales tax.
2. If the delivery of performance of the service occurs later than 4 months after entering into the contract and between entering into the contract and the delivery or performance of service the prices of our suppliers or our manufacturing costs, freight costs, public duties, wages or other costs change, which have an immediate or medium-term effect on our deliveries and/or services, we are in this case entitled to change our prices accordingly and to charge the list prices valid on the day of delivery. If they diverge upward from the agreed price by more than 5 %, the purchaser is entitled to back out of the contract.
3. The prices are considered to apply from the plant or shipping station. In case of free delivery to the receiving location the recipient must pay for the freight including ancillary freight costs, e.g. surcharges for a crane, several unloading stations, low volumes, insurances, additional costs for small amounts of water, high water, demurrage or occupancy fees. The freight must be paid for upon handing over the original freight letter.
4. If we use KLB returnable pallets or Euro pallets (hereinafter referred to as pallets) for the delivery of our products, we shall charge for the pallets, in addition to the price for our products, the incidental costs stated in the price list valid at the time of conclusion of the contract (available at: [www.klb-klimaleichtblock.de](http://www.klb-klimaleichtblock.de) under the category downloads „KLB price list“). The credit notes listed therein for the return of the pallets shall only be granted if the delivered pallets or pallets of the same type are returned undamaged to the plant within 6 months of delivery. To calculate this period, returned pallets shall be credited against the oldest deliveries of pallets. After the deadline pallets are not longer taken back or reimbursed.

### III. Delivery time and scope of service

1. Agreed delivery dates refer, if not agreed otherwise, to the provision of the goods for handover or shipping in the plant or the delivery warehouse. Our obligation to deliver shall be suspended as long as the execution documents required for the relevant part of the delivery and all documents necessary or appropriate for the execution of the order have not been handed over to us or information has not been provided.
2. Force majeure or events which make delivery considerably more difficult or impossible for us - this includes : Strikes, lock-outs, traffic disruptions, lack of personnel not caused by us, orders by the authorities as well as delivery date delays by suppliers, business disruptions and other circumstances not under our control or the control of a company working for us – release us from our delivery obligation for the duration of their existence if they impact our ability to deliver. In the listed situations, we shall also be entitled to withdraw from the contract without compensation if performance has become impossible or unreasonable for us or if an end to the impediment to performance cannot be foreseen. The purchaser is entitled to withdraw from the contract if our delivery obligation is delayed by more than two months due to one of the aforementioned events.
3. As long as the purchaser is arrears with a liability that is due, our delivery obligation rests. If we become aware of facts or circumstances that justify doubts about the ability of the purchaser to pay (e.g. : non-payment of overdue invoices and those with late notices) and the purchaser is not willing to provide sufficient security deposits or prepayments despite a request, we are entitled at any time to fully or partially withdraw from the contract without owing damages.
4. If we are in arrears with our service obligation and a reasonable late deadline set by the purchaser has passed without action, the purchaser is entitled to withdraw from the contract for the respective delayed delivery or demand damages. Upon our demand the purchaser is obligated to declare within a reasonable deadline whether he is withdrawing from the contract due to the delay of the delivery or is demanding damages instead of the performance or insists on the delivery.



**IV. Transfer of risk, dispatch**

1. The fulfilment location for the delivery is the plant, delivery warehouse or the company working at our behest, which is listed as the delivery location in our respectively current price list (accessible at: [www.klb-klimaleichtblock.de/preisliste](http://www.klb-klimaleichtblock.de/preisliste) under the section Downloads "KLB Price List"), unless otherwise agreed. Every delivery occurs upon invoice and at the purchaser's risk.
2. We make the choice if there is no agreement as to the transportation method and transportation means.
3. The recipient is responsible for immediate and proper unloading of the delivered goods. If delivery to the construction site is agreed, the recipient is responsible for suitable approach roads and immediate unloading of the delivered goods. The purchaser must bear wait times and other costs he is responsible for.
4. The risk is transferred to the purchaser with the transfer to the freight forwarder or carrier or collector, at the latest with the departure from our warehouse or delivery plant, even if the delivery object is delivered in individual pieces or we have also taken on other services (e.g. assembly) in addition to the delivery.

**V. Load-securing responsibility**

1. In case of a sale ex works the entire transportation and reliable transfer is handled considering the respectively valid and recognised technical rules regarding load-securing - currently: among others VDI-Guideline 2700, 2701, 2702, 2703 Load-Securing on Street Vehicles - by the purchaser, who employs appropriately trained driving personnel. The purchaser also provides the required and suitable load-securing aids. If the entire safe loading is carried out by the seller in individual cases, it shall act as the purchaser's vicarious agent. The purchaser is obligated to check the load-securing measures carried out by the seller or its vicarious agents for regularity in light of the respectively valid and recognised technical regulations. The seller is, except in case of intentional or grossly negligent actions, not liable for damages which occur due to its handling, transfer or securing of the load if their occurrence could have been prevented by a careful control by the purchaser.
2. The purchaser otherwise commits to carrying out the transportation while complying with all legal provisions to be observed, in particular while constantly adhering to the maximum allowable dimensions and weights of the vehicles used.
3. If the purchaser employs a third party to fulfil his contractual obligation versus the seller, he is obligated to also enter into a corresponding agreement for taking over the above-mentioned obligations with them.

**VI. Warranty, Liability, Statute of Limitation**

1. a) If the purchaser is a merchant, a legal entity under public law or a special fund under public law, the goods must be inspected immediately, but at the latest within 8 days after delivery of the goods, and if there is a defect, it must be reported to us immediately. The goods are considered approved if the purchaser does not file a complaint. Defects that cannot be detected even with careful checking within the deadline, must be objected to immediately upon detection. The defective goods/item must be provided for our inspection unchanged in the condition it was in at the time the defect was detected. They must above all not be processed/worked on. The purchaser must give us the opportunity to check the justification of a notice of defect. The purchaser is also obligated to immediately make samples of the contested material available to us upon request. We are entitled to have the incurred expenditures compensated by the purchaser if the defect complaint was filed without justification. The purchaser can withdraw from the contract without any damage claims or reduce compensation if the replacement fails. If transport damage occurs during wagon or ship transport or rail freight as well as delivery of the goods by a carrier, the consignment must be made available to the carrier or the goods clearance department. A statement of the facts must be submitted to the respective carrier - DB or carrier - without delay. Breakage and shortfalls must be noted on the consignment note. A violation against this obligation eliminates any liability on our part, unless the purchaser proves that liability on our part would have existed without the violation as well. If the defect was only notified after mixing with other goods or after processing, no further claims for defects can be asserted.  
  
b) In the event of a defect, we shall be entitled, at our discretion, to remedy the defect free of charge or to replace the goods or work under complaint with new goods or services.  
  
c) The use of natural aggregates can lead to deviations in the consistency of our products, such as swellings, colour variations, grates, pores, cavities or surface cracks. Deviations, changes or tolerances - except for incorrect deliveries - are not deviations from the agreed or typical consistency, if they fulfil the applicable DIN standards. Samples are therefore considered non-binding inspection pieces. Minor deviations do not entitle to claims, unless they are unreasonable for the purchaser.



- d) Claims due to defects reach their statute of limitations within the legal deadline.
2. In case of intent and gross negligence, when taking over a procurement risk or a warranty, in case of at fault violation of the life, body or health and in case of liability according to a product liability law we are liable according to the legal provisions. We shall also be liable for the simple negligent breach of material contractual obligations, i.e. obligations which the purchaser regularly relies on and may rely on being properly fulfilled in order to achieve the purpose of the contract, but in this case limited to the foreseeable damage typical of the contract. Further liability is excluded. If there is no liability or limited liability for us, this also applies to the personal liability of our organs, managing employees and simple vicarious agents.

#### VII. Terms of payment

1. All invoices are due for payment within 30 days after the invoice date. We grant 3% discount for bank debit and 2% discount for payments within 10 days from invoice date and delivery of the goods value without freight, palletising and packaging costs.
2. The purchaser is not entitled to charge against or retain payments, even if defect claims or other counterclaims become valid unless it is an uncontested or legally determined demand.
3. If the buyer is in default of payment, he shall pay default interest at the rate of 8% points above the base interest rate.
4. If the purchaser does not meet his payment obligations, e.g. does not honour a cheque or bill of exchange or ceases payments, or if we become aware of other circumstances which call his creditworthiness into question, the entire remaining debt shall become due, even if bills of exchange with later due dates or other deferment agreements have been made. In this case we shall not be obliged to make further deliveries unless the purchaser offers payment concurrently with delivery.

#### VIII. Retention of title

1. We reserve ownership to all goods delivered by us until all of our demands – without consideration for their legal grounds and their time of creation – from the business relationship with the purchaser are paid, until any open posts on the purchaser's account balance have been paid, upon acceptance of exchanges or checks until their cashing. The purchaser may process and/or sell the materials delivered by us in proper business operations. If the purchaser has agreed to a non-assignment clause with his assignees, the permission for selling is omitted. The buyer is obliged to treat the goods subject to retention of title with care. In case of violation we are entitled to demand immediate return.
2. As long as the retention of title exists, the handling or processing of the goods subject to retention of title shall be carried out for us. We are entitled to ownership or co-ownership, Articles 947, 950 BGB, in the resulting new object. In case of combination or mingling of the reserved goods with other items we are entitled to co-ownership in the new item in relation of the value of the reserved goods to the value of the other item at the time of mingling or combination, Article 948 BGB. The new item resulting through processing or combination or mingling is considered goods subject to retention of title in the sense of these conditions. The purchaser hereby assigns to us the claims to which he is entitled against his customers from the resale of the reserved goods with all ancillary rights, namely in the event of processing, combination or mixing to the amount of the value of the goods delivered by us.
3. As soon as the purchaser is in default, he shall, at our request, notify his debtors of the assignment and provide us with the necessary information and documents. If the goods exceed the amount of our claims by more than 20 % in total by the goods subject to retention of title or securities given to us, we shall be obliged to release or retransfer the goods to this extent at the purchaser's request.
4. In the event that the delivered goods or the items manufactured therefrom are installed in the property of a third party in such a way that they become essential components of the property, the purchaser's claims against his customers in lieu of this property shall be transferred to us in the amount of the purchase value of our installed goods as security for our claim, without any special declaration of assignment being required. The transfer of this receivable is agreed for the point in time of its creation.
5. The purchaser may not pledge the goods subject to retention of title nor assign them by way of security and must notify us immediately of any attachments made at the instigation of third parties.



**IX. Place of Jurisdiction and Applicable Law**

If the purchaser is a merchant, a legal entity under public law or a special fund under public law, then the place of jurisdiction for all disputes from this contract is the relevant court for our company headquarters. German law under exclusion of the CISG is applicable.

**X. Final Provisions**

If a provision in these terms of business or a provision as part of other agreements is invalid or if a gap should be detected, this does not affect the validity of the remaining regulations. In this case, the parties undertake to negotiate the agreement of such a regulation which comes as close as possible to the ineffective one within the framework of the legal possibility.

As of 11/2021

