

General terms and conditions of delivery and business of MultiCross GmbH

1. Scope of application

All deliveries and services are subjected to the conditions printed below. Deviating conditions are only binding for us if we have expressly recognized them in writing. The customer acknowledges our general delivery conditions at the latest with the acceptance of our products. If he does not want this, he must immediately and expressly object in writing. A form-based objection is not sufficient.

2. Offer and order

2.1. An offer remains non-binding until our written order confirmation. Verbal or telephone agreements only become part of the contract if they are confirmed by us in writing.

2.2. Validity period - Offers are valid for 3 months and are valid from January 1st of a year to December 31st of a year. MultiCross reserves the right to adjust prices for orders received after January 1st of a new year and to confirm this with the written order confirmation.

3. Prices and validity

The prices are net, ex works, and do not include packaging, freight, postage, value protection, customs clearance and VAT, as well as commissioning. Gross price lists and sales prices in general are from January 1st until December 31st valid.

4. Terms of payment

Payment is to be made within 10 days net after the invoice date. In the case of payments by bill of exchange, discount charges, interest, taxes, etc. shall be borne by the customer. Payments by bills of exchange exclude cash discounts. If several claims are open, we are entitled to determine the order of repayment. If we become aware that bills of exchange of the customer are protested, compulsory execution measures are initiated against him or any other significant deterioration of assets occurs, we may, at our discretion, demand either payment of the claim or collateral prior to performance. Until this demand has been met, we shall not be obliged to make any further deliveries. In the case of an ongoing business relationship, we may also make delivery conditional on the other receivables due from the business relationship also being settled.

5. Delivery, scheduling and storage costs

5.1. Shipment shall be at the risk of the customer, even if we have agreed to bear the freight costs. The delivery date is specified in our order confirmation and requires complete clarification of all details of the execution. The stated delivery date is understood to be ex works - outgoing.

5.2. Unless a fixed delivery date has been confirmed in writing, MultiCross will contact you upon completion of the goods to organize the transport / collection.

5.3. If the planned delivery is cancelled or postponed for an indefinite period of time due to customer reasons, e.g., postponement of deadlines, construction site delays, lack of trades on the construction site, lack of crane and lifting possibilities for unloading the trucks, we are entitled to charge 2% of the value of the goods per week of storage from the date of cancellation. We also reserve the right, in case of storage of more than 14 days, to charge the invoice in full in accordance with the order confirmation.

6. Retention of title

6.1. The delivered goods remain our property until the purchase price or the wages have been paid in full, as well as all past or future deliveries within the business relationship - including all ancillary claims - in the case of payment by cheque or bill of exchange - until the cheque or bill of exchange has been cashed. This also applies if the price for certain deliveries of goods specified by the customer has been paid.

6.2. In the case of a current account, the reserved property shall be deemed to be security for our balance claim. If it has been agreed that financing is to be affected by means of a bill of exchange/cheque procedure, the transfer of ownership in the aforementioned cases shall only take place upon final redemption of the bill(s) of exchange.

6.3. The customer is only permitted to sell the goods in the regular course of business (i.e., not e.g., transfer of ownership by way of security, pledging, en bloc sale or sell-off) and only as long as he is not in default with his contractual obligations.

6.4. In the event of sale, the customer hereby irrevocably assigns to us by way of security the claims to which it is entitled from the sale, processing or other legal grounds, as well as a claim for surrender on the basis of reserved ownership. Insurance claims arising from damage, loss, theft or robbery of the goods are also assigned. In the case of resale or reserved goods which are processed or combined with goods not supplied by us, the customer's claim against us shall be assigned in the ratio of the invoice value of the processed reserved goods to the purchase price of the other processed goods. If the customer uses our goods on the basis of a contract for work and services, he hereby assigns to us his claim for wages for work and services against his customer in the amount of the outstanding claim. We accept the assignment. This assignment shall also apply if the reserved goods have previously been processed by our customer or if they are sold to several customers. In the event of processing, combination and installation with other goods not belonging to us by the customer, we shall be entitled to ownership of the new item in the ratio of the invoice value of the processed reserved goods to the purchase price of the other processed goods. We shall be deemed to be the manufacturer in accordance with §950 BGB. In all other respects, the same shall apply to the new item as to the reserved goods.

6.5. In case of default or if the prerequisites for early maturity are met, we shall be entitled to revoke the authorization to collect our claims and, after giving notice and setting a reasonable deadline, to disclose their assignment.

6.6 We undertake to provide the aforementioned securities and at the request of the

customer at our discretion if and to the extent that the value exceeds the claim to be secured by 15% on a long-term basis.

6.7. The taking back of the goods does not mean a withdrawal from the contract. In the event of a return, the supplier is entitled to issue credit notes amounting to the value of the goods diminished in the meantime, as well as a processing fee of 10% on the total claim.

7. Warranties

7.1. The customer is obliged to inspect delivered goods without delay and to notify us in writing of any identifiable defects without delay, but no later than 48 hours after delivery of the goods at the place of destination. The assurance of certain properties must be individually agreed in writing in each individual case. In the case of justified notices of defect, we are only obliged to the customer, at our discretion, to rectify the defect or to make a replacement delivery. In the event of failure of the rectification or replacement delivery, the customer may, at his discretion, demand a reduction in the purchase price or rescission of the contract. We reserve the right to make changes to the construction and/or design that do not affect the functionality or value of the delivery item and do not entitle the customer to make a complaint. Unless specified by the customer, the materials are named on the basis of our experience with regard to production. However, our recommendation does not release the customer from checking the suitability for his application. There is no warranty obligation in the event of improper handling, assembly errors, intervention by third parties and defects caused by processes beyond our control. Natural wear and tear are not subject to warranty. Claims for damages shall only exist in accordance with clause 9.

7.2. The warranty obligation for deliveries is as follows: Fire-contacting, rotating and electrical parts 6 months, the rest 2 years, unless a longer period of limitation applies in accordance with § 438 Para. 1 No. 2 BGB. The warranty period shall commence on the day of delivery and shall only apply in conjunction with a detailed commissioning report and, in the case of gas or oil-fired systems, a measurement report in accordance with Bimsch. Costs for the replacement of spare parts shall not be covered.

8. Consulting, projecting and planning

Consulting, projecting, and planning for the customer is only binding insofar as they relate to the use of our delivery item and they are based on complete written information of the customer about the intended use and application of the system. If our activity is binding and results in an order, we shall only be liable for any errors if gross negligence is involved. If the customer supplies drawings, plans, data or other information, he alone is obliged to check their correctness. Any errors arising as a result shall be borne solely by the customer. The masses stated are reference values which are to be checked and, if necessary, corrected. Calculation values determined or assumed by us (e.g., heat transfer coefficient etc.) must be checked by the customer. No liability can be given for the correctness on our part.

9. Claims for damages

Compensation claims, irrespective of the legal grounds, also from pre-contractual duties of clarification and due diligence, from positive breach of contract and tortious acts, are excluded, unless the damage is due to gross negligence on our part or on the part of our executive employees. We shall only be liable for slight negligence if it concerns essential contractual obligations. Liability for unforeseeable damage is also excluded. Liability for our assistants, with the exception of our executive employees, is also excluded in the event of gross negligence. The above exclusion of liability shall not apply in the case of mandatory liability under the Product Liability Act or in the case of the absence of characteristics that are expressly warranted and are intended to protect the customer against the damage that has occurred. If a claim for damages is made against us by third parties on the basis of the Product Liability Act or other provisions of criminal law, or if we incur damage in some other way (e.g., through a recall), the customer shall indemnify us insofar as the damage is based on a defect for which the customer is responsible.

10. Offsetting, retention, assignment

The customer shall only have a right to offset if the counterclaims against us are undisputed both on the merits and in terms of amount or have been legally established. A right of retention only exists if it is based on the same contractual relationship.

11. Ownership and Copyright

All offer documents, drawings, cost estimates, calculations and the like remain our property and must be returned upon request. The copyright protection is claimed by us.

12. Place of performance, place of jurisdiction and applicable law

The place of performance and jurisdiction for all obligations arising from the contractual relationship, including matters relating to bills of exchange and cheques, is the local court of Emmerich am Rhein or, at our choice, the customer's registered office. The contractual relationship is subject to German law.

13. Partial ineffectiveness

In the event of the ineffectiveness of individual contractual conditions, the remaining provisions remain fully effective. Instead of ineffective provisions, such a regulation shall apply without further ado, which, within the framework of the legal possibility, comes closest to what was economically intended according to the meaning and purpose of the ineffective clause.