

# General Terms and Conditions

## General terms and conditions II Parador GmbH (hereinafter: Supplier)- as of November 2022

### § 1 Scope of application

- These T&Cs are part of the contract. They apply to all deliveries and services (hereinafter: "deliveries") provided by Parador GmbH (hereinafter: "supplier") to the customer.
- The supplier does not acknowledge differing or additional terms of the buyer, unless it has expressly agreed to their validity in writing (see § 1 No. 4 of these T&Cs). This also applies if the supplier has not expressly objected, has carried out the delivery without reservation or has accepted payments.
- The T&Cs apply exclusively for business with enterprises within the meaning of § 14 BGB (German Civil Code), legal entities under public law and special funds under public law. These T&Cs also apply to all future deliveries and services as part of an ongoing business relationship.
- Legal declarations and notifications by the buyer in relation to the contract (e.g. notice periods, notification of defects, rescission or reduction) are to be made in writing, i.e. in written or text form (e.g. letter, email, fax). Legal formal requirements and other forms of evidence, particularly in case of doubt about the legitimation of the declarant, remain unaffected by this.

### § 2 Conclusion of the contract

- Offers and quotations on the supplier's websites, in its catalogues or price lists, are non-binding. In case of a purchase order, a contract only enters into force through the acceptance by the supplier or delivery of the goods. The buyer is bound to its purchase order for 14 days. The order confirmation can be sent by post, fax, email, internet, in electronic form or in text form. In the event of discrepancies in the order confirmation, the buyer is obliged to object to these within a week after receipt.
- Images only serve as illustrative material and may differ from the product. Technical data, descriptions of weights, dimensions and services are provided as precisely as possible but may feature slight discrepancies e.g. in the material, design and dimensions. This does not represent a defect to the products supplied by the supplier.
- Changes or cancellation to a purchase order within the binding period of 14 days or after the order confirmation require the written consent of the supplier.

### § 3 Shipment and transfer of risk

- In the case of pure deliveries, the risk is transferred to the buyer when the goods are picked out and notification of the goods being ready for shipment is sent to the buyer, at the latest when they leave the delivery factory. Acceptance cannot be refused due to insubstantial defects. Furthermore, the risk is transferred to the buyer if it is in default of acceptance.
- Damage in transit must be immediately reported to the transport company on delivery of the goods, noted specifically on the consignment note and immediately reported to the supplier in writing or text form. If the supplier takes out insurance against breakage or other damage in transit on behalf of the buyer, then the costs for this are charged to the buyer.

### § 4 Delivery times and deadlines

- Delivery dates or deadlines are only agreed on an approximate basis if they are not expressly confirmed in writing as binding by the supplier.
- If the supplier has confirmed a delivery deadline as binding, then in case of doubt this starts on the date of the written order confirmation, yet not before receipt of an agreed down payment to the supplier's account. If the performance is dependent on cooperation by the buyer, then the period does not begin before the buyer has fulfilled its duties of cooperation.
- The obligation to deliver shall be suspended as long as the buyer is in default towards the supplier with payment obligations from this or another contractual relationship.
- Extensions periods must be communicated to the supplier in writing. They are only reasonable as a rule if they are at least four weeks from receipt of notification of the extension granted by the supplier, as long as there are not substantial exceptional circumstances, which make an extension period measured in this way unreasonable for the buyer.
- If the supplier falls behind with its deliveries after a reasonable extension period expires, then the buyer can demand flat-rate compensation for its damages caused by delay. The flat-rate compensation for every full calendar week of the delay is 0.5% of the net price (delivery value), in total, however, no more than 5% of the delivery value of the delayed goods. The supplier is reserved the right to provide evidence that the buyer incurred no damages at all or only much lower damages than the above flat rate. This limitation does not apply in case of malicious intent or gross negligence. A change to the burden of proof is not connected with the above regulations.
- If the goods are sold on call, then the buyer is obliged to accept the agreed delivery quantity within the agreed delivery time; there is no right of withdrawal. Once the agreed delivery time expires, the supplier is entitled to deliver goods not called off with reasonable periods, whilst the buyer is obliged to accept them. If the buyer does not call off goods on time, then it cannot ask for certain deadlines to be met. If goods are stored at the factory, the supplier may charge at least 1% of the contractual price of the stored goods per month. Both parties remain entitled to prove higher or lower costs.

### § 5 Force majeure and non-availability of performance

- If, due to force majeure or other unforeseen, extraordinary or inscapable circumstances, performance becomes completely or partially impossible for a temporary period or much more difficult for the supplier, then the agreed performance period is extended by the duration of this hindrance to performance. The same applies to a period of performance set by the buyer (see § 4 No. 4), particularly for extension periods in accordance with §§ 281 Para. 1, 233 Para. 1 BGB.
- The buyer is not entitled to withdraw from the contract nor to receive compensation before expiry of the extended performance time or period according to No. 1 above. The exclusion to the right of withdrawal ends if the hindrance to performance lasts for more than 2 months; in this case the supplier is also entitled to withdraw. If the buyer is contractually or legally entitled to withdraw without setting an extension period, then this right remains unaffected.
- Force majeure events include in particular war, warlike conditions, mobilisation, import and export bans and blockades. Other unforeseen, extraordinary or inscapable circumstances include, in particular, transport hindrances, interruption of operations, delays to the delivery of raw materials, strikes, lockouts or other industrial action, even if they happen to the supplier's own suppliers. The supplier shall inform the buyer of the start and end of such hindrances.
- If the supplier cannot meet binding delivery deadlines for reasons for which it is not responsible (non-availability of performance), it shall immediately inform the buyer about this and at the same time advise the expected, new delivery time. If the performance is not available within the new delivery time either, the supplier is entitled to fully or partially withdraw from the contract; any consideration already provided by the buyer shall be reimbursed immediately. A case of non-availability of performance in this sense is, in particular, the late self-delivery by the sub-supplier, if the supplier has concluded a congruent cover transaction, neither the supplier nor its sub-supplier is to blame or the supplier is not obliged to procure in a specific case for other reasons.
- The buyer's rights under § 8 of these T&Cs and the mutual legal rights, particularly in case of an exclusion of the obligation to perform (e.g. due to impossibility or unreasonableness of performance and/or supplementary performance) remain unaffected.

### § 6 Prices and payment conditions

- All invoices issued by the supplier shall be paid net 30 days from receipt of the delivery, as long as no other payment terms have been agreed in writing. This also applies to invoices for partial deliveries. The receipt of the payment amount in the supplier's account alone determines whether the payment periods have been respected. Costs or fees for handling the payment shall be borne by the buyer.
- The supplier's prices apply ex warehouse plus shipment costs, packaging, sales tax and other ancillary costs, unless otherwise agreed. The buyer's claims from bonus agreements and agreed cash discounts cannot be enforced as long as the buyer is in arrears with receivables from the business relationship. For calculating the cash discount amount, the net invoice amount after the deduction of discounts, freight, pallets and services is decisive. In the case of a return debit note, the buyer must reimburse the bank fees arising from the return debit to the supplier, as long as the buyer is responsible for the return debit note. If the buyer has issued the supplier a SEPA direct debit mandate, payment is collected on the due date. The supplier shall inform the buyer of a collection of the SEPA direct debit at the latest one day before the due date. The buyer is not permitted to assign the buyer's rights against the supplier to third parties without the supplier's consent. The supplier shall not refuse consent unreasonably. The buyer is only entitled to offsetting rights and rights of retention if its counterclaims are legally established or undisputed.
- If the cost of raw materials, energy or labour increases in the period between concluding the contract and performance, then the supplier is entitled to demand a corresponding adjustment to the agreed price.

### § 7 Cancellations and goodwill returns

- If the supplier fully or partially takes back goods delivered free of defects when returned carriage paid to the supplier and on submission of an invoice, without being obliged to do so (goodwill return), the buyer is obliged to pay a processing fee of at least 20 % of the value of the goods. Defect-free special products and defect-free goods, which were specially procured at the buyer's request (consignment goods), are excluded from any goodwill return on principle. If the supplier accepts a cancellation for bindingly placed orders which have previously been confirmed to the customer by order confirmation, a cancellation fee of 10% of the order value shall be charged.

### § 8 Buyer's ability to pay

- If, after concluding the contract, doubts about the solvency or credit worthiness of the buyer arise in a discernible way (§ 321 BGB), then the supplier may refuse to provide the service until the buyer makes a payment in return or provides sufficient security. The supplier can demand that the buyer make a payment or provide security within two weeks and, after unsuccessful expiration of this period, withdraw from the contract.

### § 9 Warranty

- If the buyer is a trader in the terms of the German Commercial Code, then it must inspect the goods without delay and notify the supplier of any noticeable material defects in writing immediately after delivery. Material defects that are not directly obvious are to be reported immediately in writing upon their discovery. Otherwise the goods are deemed to be approved. If the buyer fails to report the defects, the supplier's liability for the obvious defect not reported in time is excluded according to the statutory regulations.
- Goods that are the subject of a claim or are noticeably defective may not be resold, installed or used in any other way by the buyer. If it breaches this obligation, then the supplier is not liable for damages based on the processing or other use of the goods. Furthermore, in this case the buyer must bear the additional costs arising from supplementary performance due to their sale, installation or other use.
- If the delivery is defective at the time of the transfer of risk, the supplier, at its discretion, shall provide supplementary performance by rectifying the goods or making a new delivery. The buyer is not entitled in this case to claim compensation for the costs of dismantling and installation. If the supplier is obliged to bear dismantling and installation costs as part of its legal obligation to provide supplementary performance from a sales contract, the buyer's right to reimbursement of the costs for dismantling and installation, as long as a subsequent deliver is the only type of supplementary perform that comes into consideration, is limited to an amount that corresponds to the value of the faulty goods and the significance of the lack of conformity. In the event that supplementary performance fails, the buyer can opt to withdraw from the contract or reduce the price.
- The supplier is entitled, as a matter of principle, to make the owed supplementary performance dependent on the buyer paying the invoice amount due. The buyer may, however, withhold an appropriate portion of the invoice amount in relation to the defect.
- Otherwise, § 10 applies to claims for damages and for reimbursement of expenses. Further claims due to a defect are excluded.

### § 10 Liability

- The supplier is not liable, for whatever legal reason (contract, tort, breach of duties from the contractual obligation, etc.), for damages or reimbursement of expenses. This does not apply in case of liability under product liability law, in cases of malicious intent or gross negligence, in case of culpable injury to life, body or health or if key contractual duties are breached. Key contractual duties in particular are those whose fulfillment enable to contract to be carried out properly in the first place and on whose compliance the buyer normally relies and can rely. However, liability due to a breach of key contractual duties is limited to the foreseeable, typically incurred damage, as long as the supplier is not liable due to malicious intent or gross negligence, injury to life, body or health or under product liability law. The supplier's liability in case of acts of courtesy, such as helping the buyer to load a vehicle, is excluded. Insofar as the supplier's liability is limited or excluded, this also applies to the personal liability of the supplier's legal representatives, employees and vicarious agents.
- The buyer cannot withdraw from or terminate the contract due to a breach of duty, which does not constitute a defect, if the supplier is responsible for the breach of duty. A free right of termination for the buyer (particularly in accordance with §§ 651, 649 BGB) is excluded. Otherwise, statutory provisions and legal consequences apply.

### § 11 Retention of title

- Until full payment of the purchase price and until all past and future receivables, no matter what kind, from the same business relationship have been paid, the delivered goods remain the property of the supplier. The buyer must adequately insure the goods, which are subject to the supplier's retention of title, against fire, theft and water damage. The compensation claims from the insurance policies are deemed to be assigned to the supplier to the extent of the supplier's receivables. If goods subject to the supplier's retention of title are pledged, the buyer must immediately inform the bailiff and the judgement creditor. At the same time, the buyer must immediately advise the supplier, first by telephone and then by registered post, of the pledge and of the notice to the bailiff and creditor. In this case the pledged goods shall be precisely described. The costs of any interventions must be borne by the customer in any event.
- The goods subject to retention of title are processed for the supplier as a manufacturer, without any liabilities arising to the supplier. If the goods are processed, combined or mixed with materials not under the ownership of the supplier, the supplier shall always acquire joint ownership of the new item in the ratio of the value of its goods to the value of the new item. If the supplier's ownership lapses due to its goods being combined or mixed, the buyer shall transfer joint ownership to the new item to the supplier in the ratio of its goods to the value of the new item and shall keep the item for the supplier. The retention of title is also extended to the new item brought about by processing, combination or mixing, or, if the supplier does not become the sole owner of the new item, to corresponding joint ownership shares in the new item.
- The buyer is entitled to resell the goods under retention of title in the normal course of business. The buyer assigns to the supplier all the receivables amounting to the sales price of the goods under retention of title arising to it from the resale of the same. In the event that the goods under retention of title are resold with other goods not owned by the supplier or if the supplier only has a joint ownership share to the resold goods, the receivables from the resale are only assigned to the amount of the sales price of the goods under retention of title. If the receivables from the resale is put into a current account relationship by the buyer with its customer, once the current account receivable has been balanced, the recognised or causal balance takes its place, which is assigned to the amount of the respective sales price of the goods under retention of title.
- The buyer also assigns to the supplier those receivables amounting to the sales price of the goods under retention of title, which accrue to it against third parties from combining these goods with a piece of land. The buyer remains entitled to collect the receivable until revoked by the supplier. The supplier is entitled to revoke the authorisation to resell and/or to collect payment if the buyer is in default of payment or if a considerable deterioration of the company's assets becomes apparent, by which the supplier's claim is put at risk, particularly if payments are suspended or an application to open insolvency proceedings in relation to the company's assets is made, (hereinafter: "safeguarding case"). At the supplier's request, in the event of a safeguarding case the buyer must notify its customers about the assignment to us. If the realisable value of the securities to which the supplier is entitled exceeds the receivable being secured, the latter is obliged to release the added value on request.
- In the event of a safeguarding case, the supplier is entitled to demand the goods under retention of title to be returned or to collect them. In the latter case, the collection by the supplier is to be allowed and access to the goods under retention of title is to be granted to it. When returning the goods, the buyer is obliged to return them free of charge and carriage paid. The buyer is obliged to hand over the goods in a manner fit for transportation.
- As a flat rate value reduction, the supplier can charge 40% (forty) of the agreed net sales price of the goods within the first six months after delivery and a further 10% (ten) for every subsequent full quarter. The buyer is entitled to prove that no value reduction actually occurred or only to a much lower extent.

### § 12 Period of limitation

- The buyers claim due to defects lapse within a year in case of delivery. If services are provided, the period of limitation starts on acceptance. This does not apply a) in case of § 438 Para. 1 No. 1 BGB (rights in rem of third parties); b) § 438 Para. 1 No. 2 BGB (item which has been used in keeping with its customary use in a building structure and has caused the building structure to be defective) or § 634 a No. 2 BGB (buildings or works whose success lies in the rendering of planning and monitoring services for these); c) in case of rights of recourse according to § 479 Para. 1 BGB; d) in case of fraudulent intent; e) for compensation claims based on malicious intent or gross negligence, injury to life, body or health or under product liability law; f) for claims for supplementary performance, due to withdrawal or reduction from a purchase of consumable goods in accordance with § 475 Para. 2 BGB. Repairs or provision of the delivery again are carried out by the supplier for the sake of good will and without acknowledgement of a legal obligation. An acknowledgement resulting in the period of limitation starting again only exists if the supplier expressly declares this to the buyer.

### § 13 Data protection

- The buyer's personal details (e.g. name, professional title, industry or business description, telephone number, address, email address, date of birth) are collected, processed and utilised by the supplier for purposes of establishing, conducting or terminating legal transactions or obligations similar to legal transactions with the buyer. For the purpose of checking credit and creditworthiness, the supplier may, within the boundaries of what is legally permissible, send the buyer's personal details to credit agencies or companies with a similar purpose. The supplier shall obtain the credit information on the basis of mathematical-statistical procedures using address details. The buyer can obtain information about the personal details stored about him/her free of charge from the supplier.

### § 14 Applicable law, jurisdiction

- The law of the Federal Republic of Germany applies with the exclusion of UN Sales Convention.
- If the buyer is a trader, corporate body under public law or a special fund under public law, the place of jurisdiction for all disputes arising from contractual relationships between the buyer and the supplier shall, at the supplier's option, either be the supplier's registered office or that of the buyer.
- In the case of default, the buyer must compensate the supplier for all costs of pursuing judicial and extra-judicial action abroad even if the foreign law in question does not include a cost reimbursement rule corresponding to German law. For the occurrence of the payment obligation, it is sufficient that the supplier has used the help of a third party to enforce its rights.
- If any of the above terms are ineffective, this will not affect the validity of the other terms.