

# General terms and conditions of sale for CreaTable ProzellanHaus GmbH

## 1. General information - scope

(1) Our terms and conditions of sale apply exclusively: we do not recognize contrary or different terms issued by the customer unless we have explicitly agreed to their application in writing. Our terms and conditions of sale also apply if we implement the delivery to the customer without restriction even when aware of opposing or different terms from the customer.

(2) All agreements made between the parties for the purpose of implementing this agreement are laid down in writing.

(3) Our terms and conditions of sale only apply to businesspeople as defined by Section 310 Para. 1 of the German Civil Code (BGB).

## 2. Quotation - quotation documents

(1) If the order is qualified as an offer under Section 145 BGB, we can accept this within two weeks.

(2) We reserve the right to undertake intermediate sales and decisions on concluding the contract.

(3) Samples and images of articles can only be approximate. Subject to changes.

(4) We continue to hold the ownership and copyrights to diagrams, drawings, calculations, and other documents. This also applies to such documents marked "confidential". Before their transfer to third parties the customer requires our explicit written consent.

## 3. Prices - packaging costs - payment terms

(1) If nothing to the contrary is stated in the order confirmation, our prices are "FCA", Zur Fabrik 6, 66271 Kleinblittersdorf Incoterms 2020. Separate agreements apply with regard to the return of packaging.

(2) The prices do not include statutorily applicable value-added tax; it is shown separately on the invoice at the statutory amount on the invoicing date.

(3) The deduction of discounts requires special written agreement.

(4) If nothing further arises from the order confirmation, the purchase price is due for payment net (without deduction) within 30 days of the invoice date. The statutory regulations with regard to the consequences of payment default apply.

(5) The customer only has the right to offset the damages if its counter-claims are legally binding, undisputed, or recognized by us. They are also

permitted to execute a retention right to the extent to which the counter-claim is based on the same contractual relationship.

## 4 Delivery period

(1) The start of the delivery period stated by us requires the clarification of all technical questions.

(2) The delivery period stated by us is approximate if we have not explicitly stated that it is binding. Even in this case, delivery is provided under the explicit condition of correct and on-time delivery to us.

(3) Compliance with our delivery obligation further requires the on-time and proper fulfilment of the customer's obligation. The objection of an unfulfilled contract is retained.

(4) If the customer delays acceptance or culpably infringes other cooperation duties, we are entitled to request the reimbursement of the damages we have incurred including any additional costs. Other claims or rights remain reserved.

(5) If the requirements in Para. (4) are met, the risk of a random destruction or worsening of the item purchased passes to the customer at the time when they have entered into financial or acceptance default.

(6) If we are in default of our delivery obligation, we are liable to the customer for damages as stated in Number 6. (1).

## 5. Rights of the customer for performance not complying with the contract, warranty, lapsing

(1) The buyer may only make claims for defects if it duly meets the statutory inspection and complaint obligations.

(2) If the purchased item has a defect, the customer is entitled to subsequent fulfilment at our choice by rectifying the defect or delivering a new, defect-free item. In the case of remedy of defects or replacement delivery, we are obliged to bear all of the expenses, especially transport, route, working and material costs, for the purpose of subsequent fulfilment as long as these are not increased by transporting the purchased item to a different location from the place of fulfilment.

(3) If the subsequent fulfilment fails, the customer is entitled to choose between withdrawal or price reduction. The rights to resolve the problem themselves are excluded.

(4) The limitation period for defect claims is 12 months, starting from when the risk is transferred.

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### 6. Liability

(1) We are liable to the customer but restricted to foreseeable damage that typically occurs if (i) we culpably infringe a key contractual obligation or (ii) the customer asserts claims for damages that are based on gross negligence, including the gross negligence of our representatives or vicarious agents. For default we are liable within the framework of liquidated damages only up to a maximum of 0.5% of the order value for each week of default and up to a maximum however of 5% of the order value.

(2) The liability for culpable injury to life, limb or health, the liability for claims for damages based on intentional misconduct issuing a guarantee the liability under the Product Liability Act are unaffected.

(3) If nothing to the contrary is stated above liability is excluded.

This applies in particular to claims for damages arising from culpability when concluding the contract, other breaches of duty or the tort claims for the compensation of damage to property under Section 823 of the German Civil Code (BGB).

(4) The limitation stated in 6. (1) also applies if the customer requests the reimbursement of costs with no purpose in place of a claim for the reimbursement of damages.

(5) If the liability for damages is excluded or restricted for the customer, this also applies with regard to personal liability for damages relating to our employees, representatives, and vicarious agents.

### 7. Securing the retention of title

(1) We retain ownership of the item purchased until receipt of all payments from the delivery contract. If the customer acts in a manner contrary to the contractual obligations, especially in the event of a default in payment, we are entitled to take back the goods purchased. The return of the goods purchased to us always represents a withdrawal from the contract. After returning the goods purchased, we are authorized to offset the sale proceeds against the customer's liabilities minus appropriate sale costs.

(2) If the goods purchased are in another country in line with contractual agreements, the customer is obligated at our request to undertake all necessary actions to obtain for us a right to protect our payment claims that is as close as possible or equivalent to the retention of title.

(3) The customer is obliged to treat the item purchased carefully; in particular, they are obliged to adequately insure it for the replacement value

against damage from fire, water, and theft at their own expense. If maintenance and inspection work is required, the customer must carry out this work on time and at their own expense.

(4) If goods are pledged or there are other interventions by third parties, we must be informed without delay in writing so that we can initiate third party objection claims as defined in Section 771 of the German Code of Civil Procedure - ZPO. If the third party is not able to reimburse us for the costs of a lawsuit under Section 771 ZPO, the customer is liable for the loss incurred by us.

(5) The customer is entitled to sell on the purchased item in normal business operations; but it already assigns to us all claims in the final invoicing amount (including VAT) of our receivable arising from the ongoing sale against its customer or third parties no matter whether the item purchased is sold on with or without processing. The customer is entitled to collect this claim even after the assignment. This does not affect our entitlement to collect the claim itself. We are however obliged not to collect the receivable as long as the customer complies with its payment obligations from the income received, is not in default of payment and in particular no settlement or insolvency proceedings have been started and payments have not stopped. If this is the case however, we can also request that the customer informs us of all assigned claims and their debtors, provides all of the information required for collection, hands over the associated documents and informs the debtors (third parties) about the assignment.

(6) The customer always processes or transforms the delivery item for us. If the goods are processed with other objects that do not belong to us, we acquire joint ownership of the new item in the same ratio as the value of the goods (final invoice amount incl. VAT) to the other processed items at the time of the processing. The same rules shall apply to the item produced through processing as for the purchased item that is subject to retention of title.

(7) If the goods purchased are combined indivisibly with items that do not belong to us, we acquire joint ownership of the new item in the ratio of the value of the purchased item (final invoice amount, including VAT) to the other combined items at the time they are combined. If the items are mixed such that the customer's item is viewed as the main item, it is agreed that the customer transfers joint ownership to us in the same ratio. The customer shall assign the sole ownership or co-ownership resulting therefrom to us.

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(8) The customer also assigns the claims that have arisen by combining the purchased item with a property against a third party to secure our claims against them.

(9) We are obliged to approve the collateral to which it is entitled at the customer's request if the realizable value of our securities exceeds the claims being protected by more than 10 %; we select the collateral to be released.

### **8. Court of jurisdiction - contract language - place of fulfilment**

(1) If the customer is a business, our business address indicates the court of jurisdiction; we are however entitled to issue lawsuits at the location of the customer's premises.

(2) The laws of the Federal Republic of Germany apply.

(3) If nothing further is stated in the order confirmation, our registered office is the place of fulfilment.

(4) The contractual language is German. If these terms and conditions of sale are available in English and there are differences or matters requiring clarification, the German version is exclusively binding.