

I. General provision

The General Terms and Conditions (hereinafter referred to as the „GT&Cs“) are applicable in transactions with enterprises and commercial businesses. They are part of all future agreements concluded between ZORN GmbH & Co. KG (hereinafter referred to as „ZORN“) and its contractual partners (hereinafter referred to as „Customer(s)“), where the subject of the agreement is the sale of ZORN's products and merchandise.

The order and delivery of the products shall be carried out on the basis of separate purchase agreements, for which these GT&Cs apply in their relevant applicable version. In the event of an amendment to the GT&Cs, the Customer shall be informed of the amended GT&Cs by ZORN in good time (usually via the new price list).

These GT&Cs shall apply exclusively.

Deliveries and services are provided exclusively on the basis of these terms of delivery, even if the customer's terms deviate from ours.

II. General terms and conditions of sale

Conclusion of the agreement

The offers of ZORN are subject to change. Any order or order placement of the customer is an offer to conclude a contract. ZORN may accept the offer of the customer by confirming the order.

Terms of delivery

Our written order confirmation is decisive for the scope of delivery. Descriptions made with or in connection with an offer are only approximate values. Packaging and shipping are at our best discretion.

ZORN delivers the goods ex works. All costs associated with the goods delivery, such as packaging, transport, insurance, taxes and customs duties are borne by the customer.

As a rule, all goods are delivered in one shipment. Partial deliveries are possible if they are appropriate in the circumstances and if their acceptance, after consultation with the customer, can be reasonably expected from the latter.

The delivery dates stated are kept to the best of our ability and also presuppose that we ourselves are supplied correctly and on time.

The delivery period begins upon receipt of all documents required for the execution of the order, subject to compliance with the agreed terms of payment (also from advance deliveries) and other obligations. The delivery period shall be deemed to have been met if the delivery item has left the factory or readiness for dispatch has been notified by the time it expires.

The delivery period shall be extended appropriately – even within a delay – in the event of force majeure and all unforeseeable obstacles occurring after conclusion of the contract.

Force majeure which delays or makes impossible or unreasonable the obligation to perform, e.g. dispatch or acceptance, shall release ZORN from the obligation to perform for the duration and scope thereof. Both parties are obliged to notify the other party of the force majeure. The contract remains in force despite force majeure. If an end of the force majeure cannot be foreseen, both parties will try to adjust the contract in good faith in accordance with the changed circumstances. If an adjustment to the changed circumstances does not take place, the parties have the right of appeal.

Transfer of risk

Delivery shall be ex works, where the place of performance is also the place of performance. At the customer's request and expense, the goods will be shipped to another place of destination (sale by delivery to destination). Unless otherwise agreed, ZORN is entitled in these cases to determine the type of dispatch (in particular transport company, dispatch route, packaging) itself. The transfer of risk (risk of accidental loss and accidental deterioration of the goods) to the customer takes place in these cases at the latest when the delivery item is handed over (whereby the start of the loading process is decisive) to the forwarding agent, carrier or other third parties intended to carry out the shipment. This also applies if partial deliveries are made or ZORN has taken over other services (e.g. dispatch or installation). If dispatch or handover is delayed due to a circumstance caused by the customer, the risk shall pass to the customer from the day on which the delivery item is ready for dispatch and ZORN has notified this to the customer. Storage costs after transfer of risk shall be borne by the customer.

Liability

The liability of ZORN for compensation of loss and expenses, regardless on which legal grounds (e.g. breach of contract, neglect of duties in contract negotiations and prohibited action) is limited according to the provisions in this section as listed below.

- a) ZORN is liable without limitation in the event of intent and gross negligence, in the event of culpable injury to life, body or health, in accordance with the regulations of product liability law as well as to the extent of a warranty for property features given by ZORN.
- b) Furthermore, ZORN is liable for the actions of its company organs, legal representatives, employees and vicarious agents in the event of a negligent breach of key contractual obligations. Key contractual obligations are such whose fulfilment enable the correct execution of the agreement and on whose fulfilment the customer therefore relies and may rely (so-called cardinal obligations). In the event of a minor negligent breach of the cardinal obligations by ZORN or its company organs, legal representatives, employees or vicarious agents, the liability of ZORN is limited in any event to contract typical and foreseeable damage. In addition to this, the liability of ZORN in these cases is, regardless of the legal grounds, always limited to an amount of EUR 10 million per damage event (in accordance with the current cover amount).
- c) Any further liability of ZORN is ruled out.
- d) With the exception of the cases under section a), ZORN is not liable for lost profits, missed savings, losses from third-party claims and other indirect and consequential damage.

Warranty

The warranty rights of the customer presuppose that he has properly fulfilled his obligations to inspect and give notice of defects in accordance with § 377 HGB (German Commercial Code). The customer is obliged to examine the delivered goods immediately upon receipt of the availability and, if a defect appears, to notify ZORN within 14 days in text form. The text form will be kept by fax or email. If the defect is not notified, the goods shall be deemed to have been approved, unless the defect was not recognizable at the time of inspection. If such a defect is discovered later, it must be reported within 14 days of discovery. Otherwise, the goods shall be deemed to have been approved even in view of this defect.

In the event of a material defect, ZORN shall be obliged to rectify the defect or to deliver a replacement. The choice between these two options is at the discretion of ZORN. In the event of failure of the subsequent performance, i.e. the inability, unacceptability, refusal or inappropriate delay of the rectification or replacement delivery, the customer may withdraw from the agreement or reduce the purchase price appropriately. In the event of replacement delivery, the customer has the obligation to return the defective object. If a defect is the fault of ZORN, the customer may also demand compensation.

The warranty shall not apply if the customer modifies the object or engages a third party to modify it without prior approval from ZORN and if as a result, the defect rectification becomes impossible or unacceptably difficult. In any event, the customer must bear the additional costs of defect rectification arising from such modification.

If in individual cases, ZORN grants a warranty for the properties of goods, the following shall not be included by the warranty: damage arising from wear and tear, improper use, use of non-original ZORN parts and spare parts, intervention by persons not authorised by ZORN, as well as non-observance of instructions for use by the customer. Any modification to ZORN devices with parts or additionally mounted parts, which do not comply with the original ZORN specification, will invalidate the guarantee and the warranty, in as much as the defect can be attributed to such modification or addition.

As regards warranty and liability, the legal statute of limitations shall apply.

Retention of title

We reserve the right of ownership of all delivered goods in all cases. Ownership shall only pass to the customer after full payment and release from any contingent liabilities.

The customer is entitled to resell the delivered goods under his normal terms and conditions and subject to retention of title. In this case, the customer hereby assigns to us all claims including all ancillary rights which accrue to him from the resale of the goods.

We shall release the securities to which we are entitled at the request of the customer to the extent that their value exceeds the claims to be secured by more than 10%.

Terms of payment, prices and invoicing

Our prices are ex works, plus value added tax at the respective statutory rate. The costs for packaging, shipping, insurance and customs duties etc. will be invoiced separately.

Payments are to be made net within 7 days of the invoice date without any discounts or other deductions. ZORN is entitled to claim interest of eight (8) percentage points above the respective base interest rate for due and outstanding claims. ZORN reserves the right to prove and assert a higher damage caused by default against the customer. ZORN reserves the right to charge default interest at the usual commercial rate, but at least in the amount of the bank interest charged.

The customer has a right of set-off and retention only if his counterclaims have been legally established or are undisputed. The right of set-off and retention on the basis of possible rights based on defects or other mutually related (synallagmatic) claims is not restricted. In the event of notices of defects, payments may only be withheld by the purchaser to an extent that is in a reasonable proportion to the defects that have occurred, i.e. the pro rata value of the withheld payment may not exceed the pro rata value of the defective goods.

Confidentiality, data protection

The customer undertakes to treat confidentially and not to make accessible to third parties the terms of the purchase agreement as well as all information and documents, which are not publicly accessible (hereinafter referred to as confidential information), which are made available to it in connection with the contractual relationship with ZORN. The confidentiality obligation shall continue to exist for a period of three (3) years after termination of the agreement. The customer may only use confidential information for the purposes of this agreement and, as requested by ZORN, must either return such information to ZORN immediately after processing enquiries and orders, or delete that information. The customer must impose on its employees, who are involved with the purchase agreement, a corresponding obligation regarding secrecy of the confidential information.

Inasmuch as personal data are collected, processed and used in connection with the purchase agreement, any applicable legal provisions must be observed. ZORN and the customer shall ensure that all its employees involved in fulfilling the contractual obligations will follow the regulations on data protection.

In the course of data processing, all applicable legal provisions must be observed. In this context, both parties must consider that the possibility of unauthorised third parties obtaining access to data during transmission over the internet cannot be fully excluded.

III. Final provisions

If text form is agreed or provided for in these General Terms and Conditions, this is also ensured by transmission by telecopy (fax) or e-mail.

Any invalidity of individual clauses of these GTC shall not affect the validity of the entire GTC.

Unless otherwise agreed, the German language shall be the language of negotiations and contracts.

Place of performance and exclusive place of jurisdiction for all national and international disputes arising from the contractual relationship is the place of business of ZORN.

In addition to these conditions, the law of the Federal Republic of Germany shall apply. The application of the UN Convention on Contracts for the International Sale of Goods (CISG) is excluded. The German version of these terms and conditions shall prevail.

Deviating agreements require the text form.