

I General & Scope of the General Terms and Conditions of Sale and Delivery

- 1) These General Terms and Conditions of Sale and Delivery (hereinafter referred to as "GTSD") shall apply exclusively. Any terms and conditions of the Buyer that conflict with or deviate from these GTSD shall not be recognised unless CS One Group GmbH & Co. KG (hereinafter "CS One") has expressly agreed to their validity in writing. These GTSD shall also apply if CS One carries out the delivery to the Buyer without reservation in the knowledge that the Buyer's terms and conditions conflict with or deviate from these Terms and Conditions of Sale.
- 2) All agreements made between CS One and the Buyer for the purpose of executing this contract must be set out in writing in this contract.
- 3) These GTSD shall only apply to companies within the meaning of § 14 BGB (German Civil Code).

II Prices, offers and payment

- 1) Only the prices shown or offered in the valid price list shall apply. The prices for the products offered are shown in euros and are ex CS One's registered office plus shipping costs. The statutory value added tax is not included in the prices and will be shown separately on the invoice at the statutory rate on the day of invoicing.
- 2) CS One reserves the right of ownership and copyright to illustrations, drawings, calculations and other documents. They may not be made accessible to third parties. This applies in particular to written documents that are labelled "confidential". The documents may only be passed on to third parties with the written consent of CS One.
- 3) The purchase price must be paid in advance or by company direct debit within 7 days of the invoice date. In the case of advance payment, payment must be made immediately after conclusion of the contract, but at the latest before shipment. Payment is deemed to have been made when the full invoice amount has been credited to the CS One bank account stated on the invoice and when CS One can dispose of the full amount without recourse (receipt of payment). Payment by company direct debit is only possible if the creditworthiness of the Buyer is guaranteed. CS One is entitled to charge the Buyer for the costs of a credit check, the SEPA direct debit and any costs incurred by chargebacks from the Buyer's bank.
- 4) If the Buyer is in default, CS One is entitled to demand interest on arrears at a rate of 6% p.a. above the base interest rate in accordance with § 247 BGB.
- 5) CS One is entitled to add or delete individual items during the validity of the price list.
- 6) The Buyer shall only be entitled to set-off rights if its counterclaims have been legally established, are undisputed, are due or have been recognised in writing by CS One. The Buyer shall only be authorised to exercise a right of retention if its counterclaim is based on the same contractual relationship. The Buyer shall have no right of retention in respect of disputed counterclaims.

III Transfer of risk and means of transport

- 1) Unless otherwise agreed, the transfer of risk for free deliveries shall take place without reservation at the Buyer's loading ramp. In the case of collection by the Buyer or a logistics service provider commissioned by the Buyer, the transfer of risk shall take place without reservation from the ramp of the CS One warehouse.
- 2) Transport and other packaging in accordance with the Packaging Ordinance will not be taken back. The Buyer undertakes to dispose of the transport and other packaging at its own expense.
- 3) The Buyer undertakes to exchange accepted transport pallets of the same quality, quantity and brand. Otherwise, CS One is entitled to charge the applicable price per pallet according to CS One's current price list for the number of pallets not exchanged. The terms of payment for non-exchanged pallets correspond to those of the respective delivery.

IV Defects and Disability

- 1) The Buyer's warranty rights presuppose that the Buyer has duly fulfilled its obligations to inspect and give notice of defects in accordance with § 377, 378 of the German Commercial Code (HGB).
- 2) Insofar as CS One is responsible for a defect in the purchased item, CS One is entitled, at its discretion, to remedy the defect or deliver a replacement. In the event of rectification of the defect, CS One shall only bear the costs up to the amount of the purchase price. Any return of the goods is only possible with the express consent of CS One.
- 3) If CS One is unwilling or unable to remedy the defect or provide a replacement delivery, in particular if this is delayed beyond a reasonable period of time for reasons for which CS One is responsible, or if the remedy of the defect or replacement delivery fails in any other way, the Buyer shall be entitled, at its discretion, to demand cancellation or reduction of the purchase price.
- 4) Unless otherwise stated below, further claims by the Buyer are excluded, irrespective of the legal grounds. CS One is therefore not liable for damage that has not occurred to the delivery item itself. In particular, CS One shall not be liable for lost profits or other financial losses suffered by the Buyer.

- 5) The above limitation of liability shall not apply if the cause of damage is based on intent or gross negligence, an assumed guarantee, mandatory liability under the Product Liability Act, breach of a material contractual obligation or injury to life, limb or health; however, the obligation to pay compensation shall be limited to the foreseeable damage.
- 6) In the event of a merely negligent breach of duty by CS One or by a vicarious agent of CS One, liability is limited to the foreseeable damage typical for the contract.
- 7) Insofar as CS One's liability is excluded or limited, this shall also apply to the personal liability of CS One's employees, workers, staff and vicarious agents.
- 8) The expiry of the minimum durability period does not oblige CS One to take back the goods.

V Securing retention of title

- 1) The goods shall remain the property of CS One until full payment of all claims, including future claims, arising from the mutual business relationship, including all ancillary costs, and until the bills of exchange or cheques issued for this purpose have been honoured.
- 2) The Buyer is authorised to resell CS One's reserved goods in the ordinary course of business. The Buyer hereby assigns to CS One in advance all resulting claims against third parties in the amount of the respective invoice value including VAT. Notwithstanding this assignment, the Buyer shall remain authorised to collect the receivables. The Buyer shall hold the collected amounts in trust for CS One, separate them and list them as soon as CS One's claims become due. CS One reserves the right to revoke this authorisation if it becomes aware that the Buyer is experiencing payment difficulties or otherwise fails to meet the obligations it has assumed.
- 3) CS One's authorisation to collect the claim itself remains unaffected by this. However, CS One undertakes not to collect the claim as long as the Buyer fulfils its payment obligations from the proceeds received, is not in default of payment and, in particular, no application for the opening of insolvency or composition proceedings has been filed and payments have not been suspended. If this is the case, however, CS One may demand that the Buyer informs CS One of the assigned claims and the debtor, provides all information necessary for collection, hands over the relevant documents and informs the debtors (third parties) of the assignment.
- 4) In the event of breach of contract by the Buyer, in particular default in payment, CS One is entitled to take back the purchased goods. CS One's repossession of the purchased item does not constitute a cancellation of the contract unless CS One has expressly declared this in writing. Seizure of the purchased item by CS One always constitutes cancellation of the contract. CS One is entitled to realise the purchased item after taking it back; the realisation proceeds shall be offset against the Buyer's liabilities, less reasonable realisation costs.
- 5) The buyer is obliged to treat the purchased item with care. In particular, he is obliged to insure it adequately at his own expense against damage caused by fire, water or theft at replacement value.
- 6) In the event of seizure or other interventions by third parties, the Buyer must inform CS One immediately in writing so that CS One can take legal action in accordance with § 771 ZPO (German Code of Civil Procedure). If the third party is not able to reimburse CS One for the judicial and extrajudicial costs of an action pursuant to § 771 ZPO, the Buyer is liable for the loss incurred by CS One.
- 7) CS One undertakes to release the securities to which CS One is entitled at the Buyer's request to the extent that the realisable value of CS One's securities exceeds the claims to be secured by more than 20%. CS One shall be entitled to select the securities to be released.

VI Packaging

- 1) The Buyer undertakes to resell or offer the purchased item only in its original packaging. The Buyer also undertakes not to repackage the purchased item or to offer or sell it alone or together with products of third parties or their products alone in the original packaging supplied, unless CS One has agreed to this offer or resale in writing. Resellers undertake to impose compliance with these conditions on their buyers.
- 2) The Buyer undertakes to dispose of the transport packaging properly at its own expense in accordance with the provisions of the Packaging Ordinance.

VII Data protection

- 1) Insofar as personal data is collected, used and stored by CS One, this shall be done in accordance with the provisions of the Federal Data Protection Act. By transmitting data to CS One, the Buyer consents to the storage and utilisation of the data within the framework of the Federal Data Protection Act.

VIII Place of jurisdiction and final provisions

- 1) The place of jurisdiction is the registered office of CS One. However, CS One is also entitled to sue the Buyer at the court of his place of residence.
- 2) Unless otherwise agreed, the place of fulfilment is CS One's registered office.
- 3) The invalidity or ineffectiveness of one of the provisions of these Terms and Conditions of Delivery and Service shall not result in the invalidity or ineffectiveness of the remaining provisions. Rather, the parties undertake to replace such a provision with one that comes closest to the intention of the parties and fulfils the economic purpose of this contract in a legally permissible manner.
- 4) This contract and all legal relationships between the parties are subject to the law of the Federal Republic of Germany.