

General Terms and Conditions Langer und Chen GmbH in the B2B area

§ 1 Scope of application

(1) The following General Terms and Conditions (hereinafter "GTC") shall apply to all business relations with the contractual partner in the version valid at the time of the order. Any conflicting terms and conditions of the contractual partner shall not be recognized unless we have expressly agreed to their validity in writing.

(2) The GTC apply only to entrepreneurs within the meaning of Section 14 (1) of the German Civil Code (BGB), legal entities under public law and special funds under public law. An entrepreneur is a natural or legal person or a partnership with legal capacity who, when concluding a legal transaction, acts in the exercise of his commercial or independent professional activity.

§ 2 Conclusion of contract

(1) All orders of the contractual partner require our written confirmation to become effective. The order confirmation shall be decisive for the scope and subject of the order.

(2) We reserve the right to make changes in design or form during the delivery period which are due to improvements in technology or to requirements of the legislator, provided that the delivery item is not significantly changed, and the changes are reasonable for the contractual partner.

§ 3 Delivery

(1) Delivery of the goods shall be effected by sending the goods to the delivery address specified by the contractual partner. The choice of the mode of dispatch shall be made by us at our best discretion.

(2) The shipping costs shall be borne by the contractual partner. The goods shall be shipped uninsured unless otherwise agreed in the individual case.

(3) The fulfilment of the delivery obligation shall be subject to correct and timely self-delivery by our suppliers. This shall only apply in the event that we are not responsible for the non-delivery, in particular in the event that we have properly and sufficiently covered ourselves with our supplier prior to the conclusion of the contract with the contractual partner in accordance with the quantity and quality from our delivery and service agreement with the contractual partner (conclusion of a congruent covering transaction).

(4) The contractual partner shall be informed immediately of the non-availability of the service.

§ 4 Transfer of risk

(1) The risk of accidental loss and accidental deterioration of the goods shall pass to the contracting party in the case of sale by delivery to a place other than the place of performance upon delivery of the goods to the forwarding agent, the carrier or the person or institution otherwise designated to carry out the shipment.

(2) Delivery shall be deemed to have taken place if the contractual partner is in default of acceptance. Partial deliveries are permissible.

(3) If the shipment is delayed due to the fact that we exercise our right of retention as a result of full or partial delay in payment by the contracting party or for any other reason for which the contracting party is responsible, the risk shall pass to the contracting party at the latest from the date of dispatch of the notification to the contracting party that the goods are ready for dispatch and/or performance.

§ 5 Delivery period and delivery period extensions in the case of industrial disputes and unforeseen hindrances

(1) The delivery period shall commence with the dispatch of the order confirmation, but not before the provision of any documents, approvals, releases to be procured by the contractual partner and not before receipt of any agreed down payment.

(2) The delivery period shall be deemed to have been complied with if notification of readiness for dispatch has been given or the delivery item has been handed over to the forwarding agent, the carrier or any other person or institution designated to carry out the dispatch by the expiry of the delivery period.

(3) The delivery period shall be extended by the duration of the hindrance in the event of measures within the scope of industrial disputes, in particular strikes and lock-outs, as well as in the event of the occurrence of unforeseen hindrances which are beyond our control, e.g. riots, acts of war, terrorism or natural events or official interventions and orders from high hand by domestic or foreign authorities as well as epidemics, pandemics such as Covid-19, transport bottlenecks or hindrances through no fault of our own, in particular also in sea transport, energy and raw material shortages, operational hindrances through no fault of our own - e.g. through fire, water and machine damage - and all other hindrances which, viewed objectively, were not culpably caused by us.

(4) Unforeseen hindrances within the meaning of paragraph 3 also include delays in the delivery of essential materials caused by the aforementioned reasons, insofar as such hindrances are demonstrably of considerable influence on the delivery of the goods.

(5) Further claims of the contractual partner due to delayed delivery in the aforementioned reasons of hindrances, in particular claims for damages, are excluded. This shall not apply in the event of external industrial disputes or to our liability due to a fault of assumption or precaution if the hindrance to performance with its consequences for the possibility of performance of the contract was foreseeable or already existed and we nevertheless entered into the obligation without express restriction or did not take any possible precaution in order to be able to perform the contract despite the impending hindrance to performance. It shall likewise not apply to the contractual partner's claim for repayment of the consideration if the contractual partner has already paid this in advance. For these cases the regulations from § 17 of the GTC apply.

(6) The reason and the expected duration of the hindrance shall be notified to the contracting party if it can be foreseen that any delivery deadlines cannot be met.

(7) The extension of the delivery period according to paragraph 3 shall not apply if we have not fulfilled our duty to inform according to paragraph 6 or if we have assumed the procurement risk according to § 276 BGB or a delivery or performance guarantee.

(8) The provisions on the extension of the delivery period shall also apply if the circumstances occur at sub-suppliers.

(9) We shall not be responsible for the aforementioned circumstances even if they arise during an already existing delay.

§ 6 Delay in delivery and compensation for delay

(1) If the contractual partner incurs damage due to a delay in delivery when a binding delivery date has been agreed, we shall be liable in the event of a culpably caused delay in delivery within the framework of a lump-sum compensation for delay. It amounts to 0.5% of the net order amount for each full week of the delay in delivery, but not more than a total of 5% of the net order amount.

(2) We shall have the right to prove that substantially less damage or no damage at all has been incurred as a result of the delay.

(3) The lump-sum compensation for delay shall be credited against the amount of damages in the event of a claim for damages for delay exceeding this amount.

(4) Claims due to delayed delivery in the event of industrial disputes and/or unforeseen hindrances in accordance with § 5 paragraph 3, in particular claims for damages, shall only be available to the contractual partner in accordance with the provision in § 5 paragraph 5.

(5) Further claims of the contractual partner for damages caused by delay shall only exist in accordance with the provisions in § 17 of the GTC.

§ 7 Delivery of short quantities

(1) In the event of manufacturing defects in our own production, in the event of defects in the fabric and if the quantities of fabric available to us are not sufficient to produce the required number of items, we shall be entitled to deliver correspondingly smaller quantities.

(2) The liability for any damage of the contractual partner is regulated by § 17 of the GTC.

§ 8 Obligation to examine and give notice of defects

(1) The contractual partner is obliged to inspect the goods immediately after delivery.

Visible defects must be reported to us within 5 working days of delivery, hidden defects within 5 working days of their discovery. By working days, we mean the working days in the Federal Republic of Germany.

(2) In the event of delivery of obviously damaged goods by a transport company, the contracting party shall be obliged, upon acceptance of the goods, to notify the transport company of this damage and to ensure that the complaint is noted in the freight documents, the forwarding transfer note, or another suitable document, whereby a note on the delivery note shall not be sufficient.

(3) If the contracting party fails to make this complaint, it shall lose its warranty claim to the extent that we are unable to recover our damages from the transport company as a result, unless the contracting party can prove that the defect is not attributable to the damage caused by the transport.

§ 9 Warranty claims

(1) We shall initially provide warranty for defects in the goods at our discretion by rectification or replacement delivery.

(2) If the supplementary performance fails, the contracting party may in principle demand a reduction of the remuneration (abatement) or rescission of the contract (withdrawal) at its discretion.

(3) If the contractual partner chooses to withdraw from the contract due to a legal or material defect after subsequent performance has failed, he shall not be entitled to any additional claim for damages due to the defect.

(4) However, in the event of only a minor breach of contract, in particular in the event of only minor deviations in quality, color, design, equipment, or processing that are customary in the trade, the contractual partner shall not be entitled to withdraw from the contract.

(5) Claims for defects on the part of the contractual partner presuppose that the contractual partner has properly fulfilled its obligation to inspect and give notice of defects in accordance with § 377 of the German Commercial Code (HGB) and regulated in more detail in § 8 of the General Terms and Conditions.

(6) Only our product description as manufacturer shall be deemed agreed as the quality of the goods. Our public statements, recommendations or advertising do not constitute a contractual description of the quality of the goods. The contractual partner does not receive any guarantees in the legal sense from us. Our manufacturer's guarantees remain unaffected by this. In particular, the contractual partner is advised that the quality specifications presented in the description of the goods do not constitute guarantees in the legal sense.

(7) Furthermore, no warranty shall be assumed for damage caused by the following reasons: Unsuitable or improper use of the goods, improper storage of the goods and incomplete information of the contractual partner about the properties of the goods. The above shall not apply in cases of fraudulent, intentional, or grossly negligent action on our part or in the event of injury to life, body, health or freedom as well as in cases of the assumption of a guarantee, a procurement risk within the meaning of Section 276 of the German Civil Code (BGB) or liability under a statutory mandatory liability provision.

(8) The acknowledgement of breaches of duty in the form of material defects must always be in writing. § Section 305b BGB (priority of the individual agreement) remains unaffected.

(9) Further claims of the contractual partner due to or in connection with defects or consequential damage caused by defects, irrespective of the reason, shall only exist in accordance with the provisions in § 17 of the GTC.

§ 10 Limitation

- (1) A limitation period of 12 months shall apply to all claims for damages or compensation for futile expenses in the case of contractual and non-contractual liability asserted against us.
- (2) Warranty claims in respect of all goods delivered by us shall become statute-barred within 12 months from the transfer of risk, in the event of the contractual partner's refusal to accept or take delivery, from the time of receipt by us of the notice of readiness to take delivery of the goods.
- (3) The provisions of paragraphs 1 and 2 shall not apply to (damage) claims arising from a guarantee, the assumption of a procurement risk within the meaning of Section 276 of the German Civil Code (BGB), in cases of fraudulent, intentional or grossly negligent action on our part, the absence of a warranted characteristic or in the event of injury to life, body, health or freedom, or if in the cases of Section 478 of the German Civil Code (recourse in the supply chain with consumers as the end buyer) a longer limitation period is stipulated or insofar as a longer limitation period is otherwise mandatorily stipulated by law. § Section 305b BGB (priority of the individual agreement) remains unaffected. A reversal of the burden of proof is not associated with the above provision.
- (4) However, the warranty claims according to paragraph 2 expire prematurely as soon as the contractual partner makes changes or does not follow instructions for the proper storage of the goods.

§ 11 Prices and terms of payment

- (1) Our prices are based on the price list valid at the time of the order and apply subject to separate agreement, excluding shipping and freight costs.
- (2) The statutory value-added tax is not included in the price; it shall be shown separately on the invoice at the statutory rate applicable at the time.
- (3) Subject to separate agreement, the purchase price shall be due for payment immediately from the date of the invoice. In international business, the terms of payment apply as specified in more detail in the respective order confirmation.
- (4) The contractual partner shall be in delay at the latest 30 days after the due date and receipt of the counter-performance. In the event of delay, we shall be entitled to demand interest on arrears in the amount of nine percentage points above the respective base interest rate.
- (5) In the event of delay in payment, the contractual partner shall also be liable for all costs incurred by us through the commissioning of a collection agency or a German or foreign lawyer.
- (6) This shall also apply in particular in the event of unjustified retention of invoice amounts due within the meaning of Section 13 (1) of the GTC and in the event of the initiation of insolvency proceedings against the assets of the contractual partner.
- (7) The assertion of further damage caused by delay remains unaffected by this. However, the contracting party shall be entitled to prove that no damage or significantly less damage has been incurred as a result of the delay in payment.
- (8) Payments shall always be used to settle the oldest debt due plus any impeded interest accrued thereon.
- (9) If, after conclusion of the contract, there are concrete indications of the contractual partner's inability to pay, such as enforcement measures by the contractual partner's creditors, exceeding of payment deadlines or similar, we shall be entitled to demand security or to withdraw from the contract.

§ 12 Rights in the event of delay in payment

- (1) We shall not be obliged to make any further delivery under any current contract before full payment of invoice amounts due, including interest on arrears.
- (2) If the contractual partner is in delay with a due payment or if there is a significant deterioration in its financial circumstances, we may demand advance payment before delivery of the goods for any outstanding deliveries from any current contract, with the payment term ceasing to apply.
- (3) We shall also be entitled, at our discretion, to withdraw from all existing contracts in whole or in part in the event of delay in payment by the contractual partner or in the event of a significant deterioration in his financial circumstances. The provisions of §§ 323 et seq. of the German Civil Code (BGB) shall apply to the exercise of the right of withdrawal.

§ 13 Right of retention, set-off, assignment

- (1) The contractual partner may only assert a right of retention from the same contractual relationship. Furthermore, all rights of retention - irrespective of the legal relationship - against us are excluded.
- (2) The contractual partner shall only be entitled to set-off with undisputed and/or legally established claims.
- (3) The rights of the contractual partner are only assignable with our consent.

§ 14 Resale by the contracting party

- (1) The contractual partner is not entitled to sell goods delivered by us other than in the ordinary course of his retail business.
- (2) He is in particular prohibited from selling our goods to persons or companies who are not end consumers.
- (3) In the event of a breach of this prohibition, we shall be entitled to withdraw from the contract and to demand the return of all goods delivered by us that are in the contracting party's possession.
- (4) In this case, the contractual partner shall send us a list of these goods immediately upon request.
- (5) He is prohibited from selling any goods still in stock, including goods from other contracts with us, after exercising the right of withdrawal.

§ 15 Retention of title

- (1) We reserve title to all goods delivered by us ("goods subject to retention of title") until all our claims arising from the business relationship with the contractual partner, including claims arising in the future from contracts concluded at a

later date, have been settled. This shall also apply to a balance in our favor if individual or all claims are included in a current account (current account) and the balance is drawn.

(2) The contractual partner is entitled to resell the goods in the ordinary course of business. Any pledging or transfer by way of security of the goods in favor of third parties is excluded. The contractual partner shall be obliged to notify us immediately in the event of seizure of the goods by third parties.

(3) The contracting party hereby assigns to us all claims, including securities and ancillary rights, accruing to it against the end buyer or against third parties from or in connection with the resale of the reserved goods. He may not make any agreement with end customers that exclude or impair our rights in any way or nullify the advance assignment.

(4) The contractual partner shall remain entitled to collect the claim assigned to us until we revoke it, which is permissible at any time. However, we undertake to revoke the direct debit authorization only in the event of a justified interest on our part. Such a justified interest exists, for example, if the contractual partner does not properly fulfil its payment obligations or is in delay of payment. In this case, the contractual partner shall be obliged, at our request, to provide us with all information and documents required for the collection of assigned claims and, if we do not do this ourselves, to inform its customers immediately of the assignment to us.

(5) If the contracting party is in delay of payment towards us, it shall immediately send us a detailed list of the reserved goods still in its possession upon request. The same shall apply as soon as insolvency proceedings have been filed against the contractual partner's assets. In this case, he must send the corresponding list immediately without being requested to do so.

(6) The right to resell the goods subject to retention of title shall lapse without further ado if the contracting party ceases to make payments or if it is in delay of payment to us.

(7) We may also demand the immediate return of the goods already delivered after withdrawal from the contract. In this case, the contractual partner shall be obliged to return the goods without further ado and shall bear the transport costs required for the return. Our taking back of the goods subject to retention of title shall constitute a withdrawal from the contract.

(8) If, by way of exception, foreign law is applicable to the contractual relations and this does not permit the retention of title, but the foreign law allows the seller to reserve other rights, we shall be entitled to exercise all rights of this kind.

(9) The contracting party shall be obliged to cooperate in measures on our part which we wish to take to protect our property or in lieu thereof another right in the delivery item.

§ 16 Data protection

(1) The protection of personal data is an important concern for us. For this reason, compliance with the statutory provisions on data protection is a matter of course for us.

(2) We collect, process, and use the personal data of the contractual partner only if these are provided by the contractual partner for the purpose of processing the contract. In addition, the data of the contractual partner will be used for the purpose of future customer care, whereby the contractual partner can object to this at any time.

(3) The personal data of the contractual partner will only be passed on to other companies (e.g., the transport company commissioned with the delivery) within the framework of the contract processing, insofar as this is necessary for the fulfilment of the contract. Otherwise, no personal data will be passed on to third parties.

(4) The contracting party may contact us free of charge if it has any questions regarding the collection, processing, or use of its personal data.

§ 17 Limitations of liability

(1) Claims of the contractual partner for damages are excluded. Excluded from this are claims for damages by the contractual partner due to injury to life, body, or health or from the breach of essential contractual obligations as well as liability for other damages based on an intentional or grossly negligent breach of duty by us, our legal representatives or vicarious agents. Material contractual obligations are those whose fulfilment characterizes the contract and on which the contractual partner may rely.

(2) In the event of a breach of material contractual obligations, we shall only be liable for the foreseeable damage typical for the contract if such damage was caused by simple negligence, unless the contractual partner's claims for damages are based on injury to life, body, or health.

(3) The restrictions of paragraphs 1 and 2 shall also apply in favor of the legal representatives and vicarious agents of the provider if claims are asserted directly against them.

(4) Likewise, in the event of a grossly negligent breach of duty by us, our legal representatives, or vicarious agents, we shall only be liable for the foreseeable damage typical for the contract, unless it is a matter of claims for damages by the contractual partner arising from injury to life, body, or health.

(5) The limitations of liability resulting from paragraphs 1 to 4 do not apply insofar as the damage is due to a defect and we have fraudulently concealed the defect or have assumed a guarantee for the quality of the item or a procurement risk within the meaning of § 276 BGB. The same applies insofar as the contracting parties have reached an agreement on the quality of the item. Liability in accordance with mandatory statutory liability provisions, in particular the Product Liability Act, shall remain unaffected.

§ 18 Confidentiality

(1) The contracting parties undertake to keep confidential all trade secrets and confidential information brought to their attention by the other party, in particular all information on customer relationships and their details, other essential information such as e.g., plans, performance descriptions, product specifications and other information on product processes, plans, performance descriptions, product specifications, information on product processes and also other confidential information provided and/or disclosed by the contracting parties in written or other form shall be treated as highly confidential in accordance with the principles of a prudent businessman and in particular shall not be used directly or indirectly in business dealings and/or for competitive purposes and/or passed on to third parties in business dealings

and/or for competitive purposes and/or otherwise brought to the attention of third parties directly or indirectly themselves or through third parties.

(2) The confidentiality agreement shall not apply if information is publicly known (e.g., publications in the media), was already known to the other party at the time of receipt, is made accessible to a party by third parties without breach of a confidentiality obligation or must be made known by virtue of statutory provisions, official orders, or court orders, in particular judgments. If a party wishes to invoke one of these exceptions, it shall be obliged to prove this.

(3) The Contracting Parties shall oblige all persons whom they employ for the provision of services or who otherwise come into contact with confidential information within the meaning of paragraph 1 for the intended purpose to maintain confidentiality in accordance with paragraphs 1 and 2.

§ 19 Applicable law and agreement on jurisdiction

(1) All legal relationships between the contractual partner and us arising from and in connection with the GTC and with a contract based on the GTC shall be governed by the law of the Federal Republic of Germany to the exclusion of the UN Convention on Contracts for the International Sale of Goods (CISG).

(2) The statutory provisions on the restriction of the choice of law and on the applicability of mandatory provisions, in particular of the state in which the contractual partner has his habitual residence as a consumer, shall remain unaffected.

(3) If the contractual partner is a merchant, a legal entity under public law or a special fund under public law, the exclusive place of jurisdiction for all disputes arising from this contract shall be our registered office.

(4) The same shall apply if the contractual partner does not have a general place of jurisdiction in Germany or if the place of residence or habitual abode is unknown at the time the action is brought.