

**Alfred Kron GmbH**

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Geschäftsführer: Philipp Kron
Amtsgericht Wuppertal HRB 15514
Sitz der Gesellschaft: Solingen
USt.-IdNr. DE 811399357
St.-Nr. 128/5800/4995

SALES TERMS AND CONDITIONS ALFRED KRON GMBH

A. General – Scope of Application

- (1) Our Sales Terms and Conditions apply exclusively; conflicting terms and conditions of the customer or terms deviating from our Sales Terms and Conditions are not recognized by us, unless we have expressly agreed to their validity in writing. Our Sales Terms and Conditions also apply if we, with knowledge of conflicting terms of the customer or terms deviating from our Sales Terms and Conditions, carry out delivery to the customer without reservation.
- (2) All agreements made between us and the customer for the purpose of performing this Agreement are set out in this Agreement. This does not apply if a written framework agreement or other written agreement governing the business relationship has been concluded between us and the customer.
- (3) Our Sales Terms and Conditions apply only to entrepreneurs within the meaning of Section 310(1) of the German Civil Code (BGB).
- (4) The contracting parties shall confirm oral agreements in text form without delay, in detail. Likewise, all legally relevant declarations and notices of the customer relating to the Agreement must be made in text form.

B. Offer – Offer Documents

- (1) If the order is to be qualified as an offer, we may accept it within 2 weeks.
- (2) We reserve ownership and copyright in illustrations, drawings, calculations, and other documents. This also applies to documents designated as “confidential.” Prior to their disclosure to third parties, the customer requires our express written consent.

C. Prices – Payment Terms

- (1) Unless otherwise stated in the order confirmation, our prices are “ex works,” excluding packaging; the latter is invoiced separately.
- (2) Statutory value-added tax is not included in our prices; it is shown separately in the invoice at the statutory rate applicable on the date of invoicing.
- (3) A cash discount requires a separate written agreement.
- (4) Unless otherwise stated in the order confirmation, the purchase price is due net (without deduction) within 30 days of the invoice date. We reserve the right – even in ongoing business relationships – to accept an order in whole or in part only against advance payment. This reservation shall be declared at the latest with the order confirmation.
- (5) The statutory rules regarding the consequences of default in payment shall apply.

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- (6) The customer is entitled to rights of set-off only if its counterclaims have been legally established, are undisputed, or have been recognized by us. In addition, it is entitled to exercise a right of retention insofar as its counterclaim is based on the same contractual relationship, in particular on warranty rights.

D. Delivery Time

- (1) The commencement of the delivery time specified by us presupposes clarification of all technical questions.
- (2) Compliance with our delivery obligation further presupposes the timely and proper fulfillment of the customer's obligations. The defense of an unperformed contract remains reserved.
- (3) If the customer is in default of acceptance or culpably breaches other duties to cooperate, we are entitled to demand compensation for the resulting damage, including any additional expenses. Further claims or rights remain reserved.
- (4) If the requirements of para. (2) or (3) are met, the risk of accidental loss or accidental deterioration of the purchased item passes to the customer at the point in time at which the customer falls into default of acceptance or default as debtor.
- (5) Default in delivery requires in every case a reminder (Mahnung) from the customer.
- (6) We shall be liable in accordance with statutory provisions insofar as the underlying purchase agreement is a fixed-date transaction (Fixgeschäft). We shall also be liable in accordance with statutory provisions if, as a result of a delivery default for which we are responsible, the customer is entitled to assert that its interest in further performance of the contract has ceased.
- (7) We shall further be liable in accordance with statutory provisions if the delivery default is based on an intentional or grossly negligent breach of contract for which we are responsible; fault on the part of our representatives or vicarious agents is attributable to us. If the delivery default is based on a grossly negligent breach of contract for which we are responsible, our liability for damages is limited to the foreseeable damage typically occurring.
- (8) We shall also be liable in accordance with statutory provisions to the extent that the delivery default for which we are responsible is based on the culpable breach of a material contractual obligation; in this case, however, liability for damages is limited to the foreseeable damage typically occurring.
- (9) In all other respects, in the event of delivery default, we shall be liable for each completed week of delay within the framework of liquidated default compensation amounting to 0.5% of the delivery value, but in total not more than 5% of the delivery value. We reserve the right to prove that the customer incurred no damage or a lesser amount of damage.
- (10) Further statutory claims and rights of the customer remain reserved.

E. Transfer of Risk – Place of Performance – Packaging Costs

- (1) Unless otherwise stated in the order confirmation, delivery is agreed “ex works.” The place of performance for delivery and subsequent performance is therefore our registered office.

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- (2) Separate agreements apply to the return of packaging. In the absence of a separate agreement, we are legally obliged, in the interest of a viable and sustainable circular economy, to take back packaging. To fulfill this obligation, we will take back the packaging provided by us at our registered office, at the customer's expense.
- (3) If the customer so wishes, we will cover the delivery with transport insurance; the costs incurred in this respect shall be borne by the customer.

F. Liability for Defects

- (1) The question of defectiveness is determined primarily by the agreement reached regarding the quality and the contractually presupposed use (including accessories and documentation). The aforementioned quality agreements include all product descriptions and manufacturer's information, if they are the subject of the contract or were made publicly known by us at the time of conclusion of the contract.
- (2) Claims for defects by the customer presuppose that the customer has properly complied with its inspection and notification obligations owed pursuant to Section 377 of the German Commercial Code (HGB). Notification of the delivery note number and batch number is mandatory in this respect.
- (3) Insofar as a defect in the purchased item exists, the customer is entitled, at our discretion, to subsequent performance in the form of remedying the defect or delivering a new item free of defects. In the case of remedying the defect or replacement delivery, we are obliged to bear all expenses required for the purpose of subsequent performance, in particular transport, travel, labor, and material costs, insofar as these are not increased by the fact that the purchased item was taken to a location other than the place of performance. The customer may refuse subsequent performance if the type of subsequent performance chosen by us is unreasonable for the customer.
- (4) If subsequent performance fails, the customer is entitled, at its discretion, to demand withdrawal from the contract or a reduction in price.
- (5) In the case of goods with digital elements or digital content, we owe provision and updating only if this has been expressly agreed. We are not liable in this respect for public statements made by third parties or by the manufacturer.
- (6) We shall be liable in accordance with statutory provisions insofar as the customer asserts claims for damages based on intent or gross negligence, including intent or gross negligence on the part of our representatives or vicarious agents. Insofar as we act negligently, liability for damages is limited to the foreseeable damage typically occurring.
- (7) We shall be liable in accordance with statutory provisions insofar as we culpably breach a material contractual obligation; in this case too, however, liability for damages is limited to the foreseeable damage typically occurring. A material contractual obligation exists if the breach of duty relates to an obligation on the fulfillment of which the customer relied and was entitled to rely.
- (8) Liability for culpable injury to life, body, or health remains unaffected; this also applies to mandatory liability under the German Product Liability Act. Likewise, our liability remains unaffected if a defect

was fraudulently concealed or a guarantee was assumed.

- (9) Unless otherwise provided above, liability is excluded.
- (10) The limitation period for claims for defects is 12 months, calculated from the transfer of risk. The limitation period is five years insofar as the purchased item is customarily used for a building structure and caused the defect. The provisions of this paragraph do not apply to claims for damages by the customer arising from injury to life, body, or health, or from intentional or grossly negligent breaches of duty, or under the Product Liability Act. The limitation period in the case of a supplier recourse claim pursuant to Section 445b BGB, as well as Section 438(1) No. 1, (3) BGB, remains unaffected.

G. Overall Liability

- (1) Any further liability for damages beyond that provided for in Section F is excluded – irrespective of the legal nature of the claim asserted. This applies in particular to claims for damages arising from fault at the conclusion of the contract, due to other breaches of duty, or due to tortious claims for compensation of property damage pursuant to Section 823 BGB.
- (2) The limitation under para. (1) also applies insofar as the customer, instead of a claim for compensation of damage, demands compensation for futile expenses in lieu of performance.
- (3) Insofar as our liability for damages is excluded or limited, this also applies with regard to the personal liability for damages of our employees, staff, representatives, and vicarious agents.
- (4) Due to breaches of duty not based on a defect, withdrawal or termination by the customer is only possible if we are responsible for the breach of duty. Any further right of termination by the customer is excluded. In all other respects, the statutory provisions remain applicable.

H. Retention of Title

- (1) We reserve title to the purchased item until receipt of all payments arising from the supply agreement. In the event of conduct by the customer in breach of contract, in particular in the event of default in payment, we are entitled – if necessary, after unsuccessfully setting a reasonable deadline – to take back the purchased item and/or withdraw from the contract. Taking back the purchased item does not constitute a withdrawal from the contract. After taking back the purchased item, we are entitled to realize its value; the proceeds of realization shall be credited against the customer's liabilities – less reasonable realization costs.
- (2) The customer is obliged to handle the purchased item with care; in particular, it is obliged to insure it adequately at replacement value against fire, water, and theft damage at its own expense. Insofar as maintenance and inspection work is required, the customer must carry this out in good time at its own expense.
- (3) In the event of seizures or other interventions by third parties, the customer must notify us in writing without delay so that we can bring an action pursuant to Section 771 of the German Code of Civil Procedure (ZPO). Insofar as the third party is not in a position to reimburse us for the judicial and extrajudicial costs of an action pursuant to Section 771 ZPO, the customer shall be liable for the loss

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incurred by us.

- (4) The customer is entitled, until revocation, to resell the purchased item in the ordinary course of business; however, it hereby already assigns to us all claims in the amount of the final invoice amount (including VAT) of our claim arising from the resale against its customers or third parties, irrespective of whether the purchased item is resold without or after processing. The customer remains authorized to collect this claim even after the assignment. Our right to collect the claim ourselves remains unaffected. However, we undertake not to collect the claim as long as the customer meets its payment obligations from the proceeds received, is not in default of payment, and in particular no application for the opening of composition or insolvency proceedings has been filed, or a suspension of payments exists. If this is the case, however, we may require the customer to disclose to us the assigned claims and their debtors, provide all information required for collection, hand over the associated documents, and notify the debtors (third parties) of the assignment.
- (5) Processing or transformation of the purchased item by the customer is always carried out on our behalf. If the purchased item is processed together with other items not belonging to us, we acquire co-ownership of the new item in proportion to the value of the purchased item (final invoice amount, including VAT) to the other processed items at the time of processing. In all other respects, the same shall apply to the item arising from processing as applies to the purchased item delivered subject to retention of title.
- (6) If the purchased item is inseparably mixed with other items not belonging to us, we acquire co-ownership of the new item in proportion to the value of the purchased item (final invoice amount, including VAT) to the other mixed items at the time of mixing. If the mixing takes place in such a way that the customer's item is to be regarded as the main item, it is deemed agreed that the customer transfers proportional co-ownership to us. The customer holds the sole ownership or co-ownership thus arising in safekeeping for us.
- (7) The customer also assigns to us, as security for our claims against it, the claims arising against a third party from the connection of the purchased item with a plot of land.
- (8) We undertake to release the securities to which we are entitled, at the customer's request, insofar as the realizable value of our securities exceeds the claims to be secured by more than 10%; the selection of the securities to be released is at our discretion.

I. Force Majeure

- (1) An event of force majeure exists in the case of any unforeseeable, serious event, in particular natural disasters, war, cyberattacks, terrorist conflict, epidemics, or labor disputes, which is beyond the sphere of influence of a contracting party and by which a contracting party is wholly or partly prevented from fulfilling its obligations, including fire damage, floods, strikes, as well as operational disruptions not caused by them, or official orders and lawful lockouts.
- (2) In the event of a hindrance in fulfilling contractual obligations, the affected contracting party shall notify the other party without delay of the occurrence and cessation of the force majeure event. It shall make every effort to remedy the force majeure event and to limit its effects as far as possible.

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- (3) The contracting parties undertake to adapt the Agreement to the changed circumstances in good faith. For the duration and to the extent of the direct and indirect effects, the contracting parties are released from their obligations under the purchase agreement and shall not owe any damages in this respect. In addition, either contracting party may withdraw from the Agreement if it is foreseeable that an agreed performance date will be exceeded by more than two weeks.

J. Place of Jurisdiction

- (1) If the customer is an entrepreneur, our registered office shall be the place of jurisdiction; however, we are also entitled to sue the customer at its place of residence/registered office.
- (2) 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.

As of 02/2024