

1. Scope of application and validity

- 1.1. The following General Terms and Conditions (GTC) of QualiTerra GmbH (hereinafter referred to as "Seller") apply to all our business relationships with customers (hereinafter referred to as "Buyer"). The GTC shall only apply if the Buyer is an entrepreneur (Section 14 German Civil Code (BGB)), a legal entity under public law or a special fund under public law within the meaning of Section 310 (1) BGB.
- 1.2. The General Terms and Conditions of the Seller shall apply exclusively. Deviating, conflicting or supplementary General Terms and Conditions of the Buyer shall only become part of the contract if and to the extent that the Seller has expressly agreed to their validity. This requirement of consent shall also apply if the Buyer refers to his General Terms and Conditions in the context of the order and the Seller has not expressly objected to the Buyer's General Terms and Conditions.
- 1.3. These GTC apply to contracts for the sale and/or delivery of movable goods ("Goods"). It is irrelevant whether the seller manufactures the goods himself or purchases them from suppliers (§§ 433, 650 BGB). Unless otherwise agreed, the GTC shall also apply in the version valid at the time of the Buyer's order or in the version last communicated to him in text form as a framework agreement for similar future contracts, without the Seller having to refer to them again on a case-by-case basis.
- 1.4. Individual agreements made with the Buyer in individual cases (including collateral agreements, supplements and amendments) and information in the Seller's order confirmation shall take precedence over these GTC. Subject to proof to the contrary, a written contract or written confirmation from the Seller shall be authoritative for the content of such agreements.
- 1.5. Legally relevant declarations and notifications by the Buyer regarding the contract (e.g. notifications of defects, setting of deadlines, cancellation or reduction) must be made in writing or text form (e.g. letter, email). Further statutory formal requirements and further evidence (if necessary, in case of doubt about the legitimisation of the declaring party) remain unaffected.

2. Offer, order, conclusion of contract

- 2.1. The Seller's offers are subject to change and non-binding. This shall also apply if the Seller has provided the Buyer with catalogues, technical documentation (e.g. drawings, plans, calculations, costings, references to DIN standards) and other product descriptions or documents (including in electronic form). The Seller reserves the right of ownership and copyright to all documents provided to the Buyer in connection with the placing of the order. These documents may not be made accessible to third parties unless the Seller grants the Buyer express written consent to do so.
- 2.2. The Buyer's order can be placed via the Internet, e-mail, telephone, post, sales representative or sales agent. In each case, the buyer submits an offer to conclude a purchase contract.
- 2.3. The acceptance of the offer and thus the conclusion of a contract only takes place by the transmission of an order confirmation from the seller to the buyer or by delivery of the goods to the buyer.

3. Prices and terms of payment

- 3.1. Unless otherwise agreed in writing in individual cases, the Seller's current prices at the time of conclusion of the contract shall apply, plus statutory VAT.
- 3.2. Unless a fixed price agreement has been made, reasonable price changes due to changes in labour, material and distribution costs for deliveries made 3 months or later after conclusion of the contract are reserved. In the event of a significant change in procurement costs or procurement prices due to a change in the market situation or a change in product specifications, the Seller shall also be entitled to adjust the prices.
- 3.3. Payments to the Seller are to be made exclusively by bank transfer or instant bank transfer to the following bank account:
Payee: QualiTerra GmbH
Bank: VR Bank Coburg eG
IBAN: DE18 7836 0000 0001 3600 19
BIC: GENODEF1COS
- 3.4. Unless otherwise agreed, payment shall be made in advance within 14 days. The Seller shall be under no obligation to deliver the goods until full payment has been received.
- 3.5. The deduction of a cash discount is only permitted if specifically agreed in text form; further separate agreements regarding the terms of payment can also be made in text form.
- 3.6. The Seller does not grant any discounts on books, vouchers, already reduced goods and special prices.
- 3.7. The Buyer shall be in default upon expiry of the aforementioned payment deadline. During the period of default, interest shall be charged on the purchase price at the applicable statutory default interest rate pursuant to Section 288 (2) BGB in the amount of nine percentage points above the respective base interest rate. In addition, the Seller is entitled to a fixed-sum payment of €40 in the event of default by the Buyer, pursuant to Section 288 (5) BGB. This fixed sum shall be offset against any damages owed, insofar as the damage is based on the costs of legal action. The Seller reserves the right to claim further damages caused by delay. With respect to merchants, the Seller's claim to commercial interest from the due date pursuant to Section 353 HGB (German Commercial Code) remains unaffected.
- 3.8. If it is foreseeable after conclusion of the contract that the Seller's claim to payment of the purchase price is jeopardised due to the Buyer's inability to pay (e.g. due to an application for the opening of insolvency proceedings), the Seller shall be entitled to refuse performance in accordance with the statutory provisions and, if necessary after setting a deadline, to withdraw from the contract (Section 321 BGB). In the case of contracts for which the manufacture of non-fungible goods (customised products) is owed, the seller may declare withdrawal immediately. The statutory provisions on the dispensability of setting a deadline remain unaffected in this respect.

4. Rights of retention

The Buyer shall only be entitled to rights of set-off or retention in the event that his claim has been legally established or is undisputed and his counterclaim is based on the same contractual relationship. In the event that defects occur within the scope of the delivery, the Buyer's counterclaims shall remain unaffected.

5. Delivery period and delay in delivery

- 5.1. The delivery period shall be agreed individually or specified by the Seller upon acceptance of the order.
- 5.2. The delivery period shall not commence until all technical questions and other details of the order have been clarified with the Buyer and the Buyer has duly fulfilled its other obligations in good time. These obligations of the Buyer include in particular the timely collection of the goods by the Buyer and payment of any agreed advance payment. The defence of non-performance of the contract remains reserved.
- 5.3. In the event that the Seller is unable to meet contractually agreed delivery deadlines for reasons for which it is not responsible, the Seller shall inform the Buyer of this circumstance without delay and at the same time notify the Buyer of the expected or new delivery deadline. If a delayed delivery cannot be made due to non-availability of the service even within the newly announced delivery period, the seller is entitled to withdraw from the contract in whole or in part. The non-availability of the service is given in particular if the seller's suppliers have not delivered to the seller in good time or if there are other disruptions in the supply chain (for example due to force majeure).

6. Delivery and collection conditions (EXW)

- 6.1. Unless otherwise agreed in writing, delivery shall be made EXW (Ex Works) in accordance with Incoterms® 2020. This means that the Buyer shall collect the goods at his own expense and risk from the Seller's premises.
- 6.2. The collection point is:
Boxroom
Glender Straße 14
96450 Coburg
Germany
Collection is possible only by prior appointment and during the following hours:
Monday to Friday, 9:00 a.m. to 4:00 p.m.
- 6.3. The Buyer shall be responsible for arranging transport, loading, securing of the load and compliance with any applicable transport and customs regulations. The Seller shall assist the Buyer with loading only to the extent previously agreed and confirmed in writing.
- 6.4. The risk of accidental loss or deterioration of the goods shall pass to the Buyer as soon as the Seller has made the goods available for collection at the agreed location and time and has informed the Buyer thereof.
- 6.5. If the Buyer does not collect the goods within the agreed time period, the Seller reserves the right to charge reasonable storage fees and/or withdraw from the contract after setting a grace period.

7. Exchange and return

Goods that have been customised, outdoor play equipment and furniture are excluded from the right of exchange.

8. Structure and assembly

- 8.1. The goods shall be made available partially disassembled or partially assembled.
- 8.2. Assembly and installation are not part of the contract.
- 8.3. The assembly of the goods can be carried out at the request of the Buyer against additional costs notified in advance by the Seller. If assembly is not possible due to local conditions not previously or incorrectly indicated by the Buyer, the Seller reserves the right to charge the Buyer for any additional costs incurred (e.g. travelling costs, accommodation costs). In the event that the goods have to be stored at a different location, the Buyer shall inform the Seller of this in advance by telephone and in text form. The buyer must ensure that the stored goods are at the installation site at the time of installation.
- 8.4. If equipment is to be installed outdoors, the buyer is obliged to complete the supplementary sheet "Installation requirements sheet" in advance and send it to the seller. An order confirmation can only be issued once the Seller has received the signed supplementary sheet.

9. Retention of title

- 9.1. The delivered goods (reserved goods) shall remain the property of the Seller until all claims arising from this contract have been paid in full.
- 9.2. As long as ownership has not yet been transferred to the Buyer, the Buyer undertakes to treat the reserved goods with care and to protect them adequately against damage caused by fire, water, use and theft.
- 9.3. As long as ownership has not yet been transferred to the Buyer, the Buyer is not authorised to pledge the reserved goods to third parties or to assign them by way of security. However, the Buyer is authorised to use the reserved goods and to resell them in the ordinary course of business as long as he is not in arrears with his payment obligations. The Buyer assigns to the Seller by way of security the claims against his business partners arising from the sale in the amount of the final invoice amount agreed with the Seller (including VAT). The seller accepts the assignment.
- 9.4. The Seller revocably authorises the Buyer to collect the claims assigned to the Seller for the Seller's account in its own name. This shall not affect the Seller's right to collect the receivables itself. However, the Seller shall not collect the claims himself and shall not revoke the direct debit authorisation as long as the Buyer duly fulfils his payment obligations.
- 9.5. If the Buyer is in breach of contract with the Seller, in particular if it defaults on its payment obligations, the Seller has the right to withdraw from the purchase contract and to demand that the Buyer surrender the reserved goods, provided that the Seller has unsuccessfully set the Buyer a reasonable deadline for payment. This shall not apply if the setting of a deadline is dispensable according to the statutory provisions. The demand for surrender does not at the same time include a declaration of cancellation; rather, the seller is entitled to merely demand the return of the goods and reserve the right to cancel the contract.
- 9.6. In the event of behaviour in breach of contract, the Seller may demand that the Buyer discloses the assigned claims and the respective debtors, informs the respective debtors of the assignment and hands over to the Seller all associated documents and provides all information required by the Seller to assert the claims.
- 9.7. The handling, processing or remodelling of the reserved goods by the Buyer shall always be carried out in the name of and on behalf of the Seller. If the reserved goods are processed with other items which are not the property of the Seller, the Seller shall acquire co-ownership of the new item in the ratio of the value of the reserved

- goods to the other processed items at the time of processing. If the reserved goods are inseparably combined or mixed with other items not belonging to the Seller, the Seller shall acquire co-ownership of the new item in the ratio of the value of the reserved goods to the other combined or mixed items at the time of combination or mixing. If the combining or mixing is carried out in such a way that the Buyer's item is to be regarded as the main item, it is agreed that the Buyer shall transfer co-ownership to the Seller on a pro rata basis. The seller accepts this transfer. The Buyer shall hold the sole ownership or co-ownership of the item thus created in safe custody for the Seller.
- 9.8. If the Buyer files an application for insolvency, it must notify the Seller immediately in text form. If the goods subject to retention of title are seized by third parties or are subject to other interventions by third parties, the Buyer is obliged, as long as ownership has not yet been transferred to him, to inform the third party of the Seller's ownership rights and to notify the Seller immediately in text form so that the Seller can enforce his ownership rights. The Buyer shall be liable to the Seller for any court or out-of-court costs incurred in this connection in accordance with Section 771 of the German Code of Civil Procedure (ZPO), unless the third party is able to reimburse these costs to the Seller.
- 9.9. The Seller undertakes, at the Buyer's request, to release the securities to which it is entitled to the extent that the realisable value exceeds the value of the outstanding claims against the Buyer by 10%.
- 10. Guarantee**
The Seller grants a 10-year guarantee on the products. This is subject to correct installation, regular maintenance and application of the recommended maintenance and care instructions. The guarantee does not apply to wilful damage, improper use and faulty repairs.
- 11. Material defects, warranty**
11.1. The goods must be inspected by the Buyer upon collection for completeness and damage. If the Seller is not notified of a defect within three working days, the goods shall be deemed to have been accepted free of defects.
11.2. If there is an obvious defect on delivery, this must be noted/documented by the buyer on the shipping documents, photographed and reported immediately to the seller in text form, stating the order number.
11.3. In the event of a defect, it is not sufficient if the buyer accepts the goods "with reservation" and writes this on the freight/delivery documents of the carrier/deliverer. The buyer must also note the exact nature of the reservation (e.g. goods not complete, goods scratched, dented, bent, packaging damaged, ...). If the exact nature of the reservation is missing on the freight/delivery documents, the Seller may not be able to claim compensation from the transport service provider and its insurance company and may not be able to replace the goods for the buyer free of charge.
11.4. In the event of a warranty claim, the Seller shall remedy the defect at his discretion by subsequent delivery of the object of purchase, subsequent improvement or compensation. The Buyer shall grant the Seller the necessary time and opportunity for the subsequent fulfilment to be provided. In particular, the Buyer must hand over the item for which he has asserted a defect to the Seller for inspection purposes. In the event that the Seller carries out a subsequent delivery of a defect-free item, the Buyer must return the defective item to the Seller in accordance with the statutory provisions. However, the Buyer is not entitled to a right of return.
11.5. The warranty does not apply to damage caused by improper handling/use or wilful damage on the part of the Buyer.
11.6. Agreements made with regard to the quality and intended use of the goods (including accessories and instructions) regularly form the basis of the Seller's liability for defects under the warranty. A quality agreement includes all product descriptions and manufacturer's specifications that are the subject of the individual contract or were made public by the Seller (in particular in catalogues or on the Seller's website) at the time the contract was concluded. In the event that no quality has been agreed, the statutory provisions shall be used to assess whether a defect exists.
- 12. Statute of limitations**
12.1. The general limitation period for claims resulting from material defects or defects of title is one year from delivery, in deviation from Section 438 (1) No. 3 BGB. In the event that acceptance has been contractually agreed, the limitation period shall commence upon acceptance.
12.2. The above limitation period shall also apply to contractual and non-contractual claims for damages of the Buyer which are based on a defect of the goods, unless the application of the regular statutory limitation period pursuant to §§ 195, 199 BGB would lead to a shorter limitation period in individual cases.
- 13. Limitation of liability**
13.1. Unless otherwise stated in these GTC, including the following provisions, the Seller shall be liable for breaches of contractual and non-contractual obligations in accordance with the statutory provisions.
13.2. Within the scope of fault-based liability, the Seller shall be liable for damages, irrespective of the legal grounds, only in the event of intent and gross negligence. In the event of simple negligence, the Seller shall only be liable, subject to statutory limitations of liability (e.g. care in its own affairs; insignificant breach of duty):
a) for damages resulting from injury to life, limb or health,
b) for damages resulting from the breach of an essential contractual obligation (obligations whose fulfilment is essential for the proper execution of the contract and on whose compliance the contractual partner relies and may also rely). In this case, however, the Seller's liability is limited to compensation for foreseeable, typically occurring damage.
13.3. The limitations of liability arising in accordance with clause 13.2. shall also apply to third parties and in the event of breaches of duty by persons for whose fault the Seller is responsible in accordance with statutory provisions. Insofar as a defect has been fraudulently concealed and a guarantee for the quality of the goods has been assumed, the limitations of liability shall not apply. This also applies to claims of the Buyer under the Product Liability Act.
13.4. The Buyer may only withdraw from or terminate the contract due to a breach of duty that does not result from a defect if the Seller is responsible for the breach of duty.
- 13.5. The Buyer's right of cancellation (in particular pursuant to Sections 650, 648 BGB) is excluded. In all other respects, the statutory requirements and legal consequences shall apply.
- 14. Data protection**
The privacy policy can be viewed on the Seller's website.
- 15. Representations, copyright**
15.1. The Seller reserves the right to make changes in form and design compared to the catalogue illustration and description which do not affect the function and quality of the goods.
15.2. The Seller owns all property rights and copyrights to images, illustrations, drawings and calculations. Reproduction or use without the express prior written consent of the Seller is prohibited. The Seller reserves the right to take legal action in the event of infringement.
15.3. The goods are supplied without decoration.
- 16. Place of jurisdiction, place of fulfilment**
16.1. The place of fulfilment for Buyer and Seller for all obligations is Coburg. The exclusive place of jurisdiction shall be Coburg.
16.2. The legal relationship between Buyer and Seller shall be governed exclusively by German law.