

## REKTON ACOUSTICS General Terms of Delivery and Payment

### I. General

The following terms and conditions apply to every order. Deviations from these conditions, in particular the validity of any terms and conditions of the contracting party, require our express recognition.

Telegraphic and telephone orders are accepted only at the risk of the client; they require our express written confirmation. Verbal statements by representatives or employees also require written confirmation.

All offers are non-binding, as are any quotes. Orders are only binding for us if we confirm them or comply with them by executing the order. Verbal side agreements are only valid if we confirm them in writing.

We reserve the right to increase prices proportionately if after conclusion of the contract the material prices or salaries/wages rise.

### II. Delivery

1. We endeavour to meet delivery deadlines as far as possible, however, all information on delivery times must be considered as non-binding.
2. Force majeure, inability not of our own or our suppliers fault. In particular, any traffic or operational disturbances or shortages of materials may entitle us to withdraw from the contract in whole or in part or postpone the delivery without the client being entitled to any claims therefrom. This also applies if the events mentioned occur at a time when we are in default.
3. To the extent that we provide our own packaging and means of transport, our terms of packaging apply.
4. As long as our contractual partner is in arrears with any liability, our obligation to remunerate is also suspended.

### III. Shipping and transfer of risk

1. Shipping always takes place at the expense of the client. The risk is transferred at the latest upon dispatch of the delivery to the client.
2. We do not support the use of the cheapest shipping methods.
3. We reserve the right not to ship from the place of fulfilment within the meaning of Section XI, but from a different location at our own discretion.
4. We will make every effort to take into account the wishes and interests of the buyer with regard to the shipping method and shipping route; any additional costs resulting therefrom, even if the carriage paid delivery is agreed, shall be borne by the buyer.
5. The client must carry out the unloading immediately, waiting times are calculated. Packaging will be charged at cost price and unless otherwise agreed, shall not be taken back.
6. Delivered goods are, even if they have defects, to be accepted by the client without prejudice to the client's warranty rights.
7. If the goods are to be assembled by the contractor, the risk transfers upon assembly or commissioning.
8. Before commencement of assembly, all preparatory work of the client must have progressed so far that assembly can start immediately after arrival and can be carried out without interruption.
9. If the assembly or commissioning is delayed due to circumstances on the construction site that are not the fault of the contractor, the client shall bear the costs of the waiting time or the travel costs of the fitters to an appropriate extent.

### IV. Complaints and notifications of defects

1. Complaints due to incomplete or incorrect delivery or complaints due to identifiable defects must be reported in writing immediately, and with receipt by us no later than 8 days after receipt of the goods.
2. In the event of a late notification of complaints or defects, the delivery shall be deemed as approved. In case of timely notification, we shall be obliged to supply or warranty according to Section V, although indirect damages shall not be replaced.
3. Goods damaged by transport are to be made available to the freight carrier.

### V. Warranty

1. Wood is a natural product. Its natural properties, deviations and characteristics are therefore always to be considered. In particular, the client has to make consideration of its biological, physical and chemical properties when placing an order.
2. We guarantee warranted characteristics and freedom from defects according to the respective state-of-the-art, and according to the machines that are available to us. Changes we might make generally to a product design prior to delivery of an order do not justify a complaint. Samples are considered as average losses.
3. All information on the suitability, processing and use of our products, technical advice and other information are given to the best of our knowledge, but do not exempt the buyer from having to do his own tests and experiments.
4. In our warranty obligation we reserve the right to choose whether a product is repaired, replaced, converted, reduced or improved. Unless we plan to

carry out the repair on the spot, the product must be dispatched to us. Freight, packaging, deinstallation and installation costs as well as other travel expenses for fitters shall be borne by the orderer. Replaced parts are returned.

5. The warranty expires if the delivery item is altered in any way upon installation.
6. Natural damage due to improper handling is excluded from the warranty. In particular, we are not liable for any effect occurring during storage, due to climatic activity, or other activity. The warranty does not extend to defects based on the choice of inappropriate material, wherever the customer has ordered the material despite our previous advice.
7. Warranty claims can only be considered if they are made in writing without delay (see Section IV). In addition, cost-free maintenance must be demanded both immediately and expressly. Repairs or replacement deliveries do not extend or renew any warranty obligations.

### VI. Compensation for damages

As far as is legally permitted, our obligation to pay compensation for damages, for whatever legal reason, is limited to the invoice value of the quantity of goods directly affected by the event causing the damage.

This does not apply to any mandatory statutory regulations to the extent that we accept unlimited liability due to any intent or gross negligence on our part.

### VII. Data protection

1. Rekton saves the customer data separately as inventory and billing data, within the scope of the currently applicable data protection regulations.
2. Rekton is entitled to use the data concerning the customer within the framework of the currently applicable data protection regulations. In particular, Rekton may pass on the customer data transmitted to it to third parties for the purpose of processing the order.
3. Rekton reserves the right to utilise the data for self-promotion purposes. The customer will have the opportunity at any time to object to any advertising and information mailings. In the case of an objection, the customer data will be blocked and not made available for the respective advertising material.

### VIII. Copyrights/references

The customer must ensure that any data he/she provides in connection with the execution of the contract (in particular logos, brand names, trademarks) is free of third party rights or that the customer has been granted all rights of use by such third parties. As such, the customer must be able to ensure that third parties can not assert any rights to the services rendered for him. In that regard, Rekton is not obliged to check any data provided. All rights to the provided data material must be clarified by the customer before placing the order. The customer undertakes to indemnify Rekton in the event of any claim by a copyright holder. Furthermore, the customer shall permit use of the (brand) name / the name of the customer including his/her business address and company name, as well as the pictorial representation of the goods and services provided by Rekton, and to make it clear in which form the economic cooperation exists. This permission applies to the advertising presence in Rekton's own commercial area as well as in affiliated companies, in particular at [www.rekton.de](http://www.rekton.de) under the sections "References" and "Projects".

### IX. Retention of title (ownership)

1. Until the full payment of our receivables resulting from the business relationship, the goods and products sold shall remain in our ownership. The buyer is authorised to dispose of the purchased goods in an ordinary business transaction.
2. The retention of title also extends to the full value of the products resulting from the processing, mixing or combination of our goods, whereby we are considered to be the manufacturer. If in the case of processing, mixing or combination of goods the property rights remain with third parties, we shall acquire co-ownership in proportion of the invoice values of these processed goods.
3. For any receivables from third parties arising from the resale, the buyer shall hereby immediately assign to us a security to the amount of our co-ownership share. He/she is then authorised to collect this for us until the revocation or cessation of his/her payment. For the assignment of such a claim, the buyer is not entitled to collect debts by way of factoring, unless at the same time it is explained to the factor that he/she must pay our shares to the full extent directly to us if any claims on our part should still exist towards the buyer.
4. Access by third parties to the goods and claims belonging to us must be notified to us by the buyer without delay by registered letter.
5. The exercise of the retention of title does not constitute a withdrawal from the contract.
6. The goods and the claims coming in their place may not be pledged to third parties or assigned as collateral before complete payment of our claims.
7. If the value of our claims exceeds 20%, we shall at the request of the buyer release securities at our own discretion

**X. Payments**

1. Payments are to be made in accordance with the terms of payment specified by us. You will always be charged for the oldest invoice due.
2. If the buyer defaults on a payment or if his/her financial situation deteriorates significantly after conclusion of the contract, all our claims arising from the business relationship, including in the event of a deferral, shall become due for immediate payment. This also applies if we have accepted bills of exchange or cheques. In addition, we are also entitled in this case to demand advance payments or securities, as well as to withdraw from the contract after a reasonable grace period, or to demand compensation due to non-fulfilment. At the same time, any planned discounts will be considered as forfeited.

**XI. Place of fulfilment and jurisdiction**

1. The place of fulfilment and jurisdiction is Karlsruhe. If the buyer is a registered trader, then the place of jurisdiction is Karlsruhe or, at our discretion, a general jurisdiction.
2. Should individual parts of the preceding terms of delivery and payment conditions disappear or become invalid by law or special contract, the validity of the remaining provisions shall remain affected.