

General Sales Terms and Delivery Conditions

of

Nolte Küchen GmbH & Co. KG

Löhne

Status July 1st 2025

§ 1

Scope

- (1) These General Sales Terms and Delivery Conditions shall only apply for agreements with companies in terms of Sec. 14 of the German Civil Code, legal entities of public law or public legal separate assets ("Customer").
- (2) The contractual relationship between the Customer and our company shall exclusively comply with the available General Sales Terms and Delivery Conditions. Deviating terms and conditions of the Customer shall herewith be expressly excluded. Only these terms and conditions shall also apply if our company carries out delivery to the client without any reservation fully aware of contradicting or deviating terms and conditions. **Our General Terms and Conditions of Sale and Delivery shall apply in the version valid at the time of dispatch of our order confirmation, unless expressly agreed otherwise.**
- (3) Subject to modifications of our General Sales Terms and Delivery Conditions these contract terms shall also apply for future agreements between us and the Customer without requiring anew inclusion.

§ 2

Contractual Agreements

- (1) Unless resulting differently from circumstances our offers shall only constitute requests to the Customer to send us definite tentative offers ("invitatio ad offerendum"). We are entitled to accept such tentative offers within three weeks **by sending an order confirmation**. The Customer shall be bound to his contract during that time. **Our order confirmation is considered accurate for the content of the purchase contract.**
- (2) When accepting orders we generally assume that the Customer is creditworthy and, in individual cases, reserve the right to depend the order acceptance on the status of a bank guarantee or liquidity commitment of the Customer's bank amounting to the presumed invoice receivable. Should a lacking creditworthiness emerge after conclusion of the contract we are, after consultation with the customer, either entitled to withdraw from the contract or to request indemnification within one week.
- (3) Tentative offers from our part shall be subject to confirmation unless the order confirmation does not state differently.

- (4) All agreements made between our company and the Customer regarding the purpose of this contract shall be documented in writing. **Individual agreements, in particular collateral agreements, supplements or amendments made with the customer in individual cases, shall take precedence over these General Terms and Conditions of Sale and Delivery, provided that the content of such deviating agreements has been made in writing or confirmed by us in text form.**

§ 3 Prices

- (1) Unless otherwise specified in the order confirmation our prices shall be considered net (without value-added tax) “ex works” plus value –added tax amounting to the tax rate valid at that time.
- (2) Any taxes for deliveries and services incurring in the recipient country and other costs shall be borne by the Customer.
- (3) Any discounts granted to the Customer shall only be granted if business transactions run smoothly. Discounts shall particularly be inapplicable if insolvency proceedings have been initiated with respect to the Customer’s assets, the Customer does not pay the receivables within the granted grace period or if legal proceeding are pending between the Customer and our company in connection with this contract.

§ 4 Terms of Payment

- (1) The Customer shall compensate our payment claims immediately and without deduction. Deduction of any discount requires a special written agreement. We only accept bills of exchange and cheques will only be accepted if there is a special agreement and on account of performance.
- (2) The Customer shall only be entitled to set-off rights if his counterclaims have been determined undisputed and accepted by us. If counterclaims have been determined disputed and effective, the customer shall not have any right of retention.

§ 5 Default

- (1) The Customer shall default – subject to a prior reminder – 15 days after payment date and invoice receipt or an equal request for payment.
- (2) **If the customer is more than two weeks in arrears with a payment or has suspended payments, all claims arising from the existing business relationship with the customer shall become due for payment immediately, even if payment terms have been granted in individual cases. Immediate maturity shall also occur in the event of a significant deterioration in the customer’s financial circumstances which jeopardises the realisation of our payment claim.**

- (3) **If the customer's payment behaviour deteriorates, for example due to conspicuously frequent late payments, and this is accompanied by the risk that our claim or the realisation of our claim from the respective legal relationship is at risk, we are entitled to make further delivery dependent on advance payment or an appropriate security deposit. This shall also apply if we only become aware of the deterioration in payment behaviour after the conclusion of the respective contract. If the customer does not make the advance payment despite a reminder and the setting of a deadline or if he does not provide sufficient security within a reasonable deadline set for him, we shall be entitled to refuse the order and - if necessary after setting a deadline - to withdraw from the respective contract as well as to demand compensation. We may declare cancellation immediately if it concerns the manufacture of unjustifiable items, for example custom-made products.**
- (4) **If the customer is in default of payment, we shall be entitled to payment of a lump sum of € 40.00 in accordance with § 288 V BGB.**

§ 6 Right of Withdrawal

We are entitled to withdraw from the contract if there is a significant deterioration of Customer's economic circumstances, especially if there are any distraint or other enforcement measures or if judicial or extra-judicial insolvency proceedings are opened.

§ 7 Customer's Liability for Damages

If our company has any damage claims instead of performances against the Customer according to legal regulations, such claim shall amount – subject to proof of higher damage caused by our company - 10 % across-the-board of the agreed purchase price. Customer shall be entitled to proof that damage either did not arise or is significantly lower than the lump sum.

§ 8 Performances

In default of conflicting agreements, we shall be entitled to partial deliveries and services if such deviation remains within customary in trade tolerances or if the delivery item constitutes various, not mating pieces of furniture. **Partial deliveries or partial services shall be paid for by the customer at the value of the partial delivery or partial service in accordance with § 4.**

§ 9 Delivery Period

- (1) Agreed delivery periods shall be considered approximate and subject to correct and punctual supply of ourselves.
- (2) The compliance with our delivery commitment implies that the customer fulfils his obligations in good time and correctly.
- (3) Delivery periods shall be extended in case of force majeure and in case of unexpected events beyond our control, even if such events have occurred at our works or at a sub-supplier around the time of the hindrance. This particularly implies: breakdown, strike or lockout on our site or at our suppliers, delayed delivery of important raw material. Proof of

causal connection between the aforementioned cases and subsequent delivery cannot be requested.

- (4) Should delivery not be possible for one month due to reasons mentioned in paragraphs 2 and 3 that are beyond control, we are entitled to cancel the agreement.
- (5) The non-observance of delivery dates and periods in consideration of an extension according to paragraphs 2 and 3 shall entitle the customer to exercise his rights, especially the right of withdrawal, only when he granted us a proper respite of at least 15 days in writing.
- (6) Any damage claims due to delay in delivery shall be limited to 15 % of the purchase price (net), unless the delay in delivery has been caused deliberately or grossly negligent.
- (7) If the customer does not pick up the goods at the place of fulfilment within 15 days despite notification regarding the readiness for shipment, we are entitled to cancel the contract and to sell the goods to somebody else. Any warehouse costs incurring and the risk of storage shall be borne by the customer.

§ 10

Place of Performance, Transfer of Risk, Delivery

Unless agreed differently, delivery shall be carried out „ex works“(EXW), Löhne according to Incoterms 2010.

§ 11

Target Quality of Goods

- (1) The target quality of goods shall be in accordance with the contract. Unless expressly specified, we will not assume any guarantee independent of debts. This shall also apply for reference to DIN standards.
- (2) Customary in trade deviations regarding execution, structure, colours and dimensions of the purchased goods that are in the nature of the materials used shall not entitle the customer to assert any warranty claims, if the value of the purchased item or its suitability for the general and specified in the agreement purpose is impaired insignificantly only.

§ 12

Requirement to make a complaint

Deliveries shall be checked by the Customer or by recipients specified by the Customer immediately upon receipt. After acceptance of the goods by the Customer or a party authorized by the Customer, any belated complaint because of the outside appearance of the delivery shall be excluded. Notices of other defects of the goods, if visible, can be sent within 3 workdays upon receipt and only within 3 workdays upon discovery. Any notices of defect shall be in writing.

§ 13 **Warranty**

- (1) If the purchased item is defective and such defect has been notified in due time we will warrant by either replace the defective item by a perfect one or by rectifying the defects on the delivered goods ("Supplementary Performance"). Defective goods must only be returned to us with our prior approval. If goods are returned without our prior approval we are entitled to refuse to accept them.
- (2) Should the supplementary performance fail twice, the Customer shall be entitled to reduce the agreed purchase price, to withdraw from the contract or – according to the requirements of Sec. 14 – to claim damage for the delivery of defective goods.
- (3) **We are entitled to make the subsequent fulfilment owed by us dependent on payment of the purchase price due. However, we authorise the Buyer to retain part of the purchase price, provided that this retention is in reasonable proportion to the defect.**
- (4) The statutory limitation for all warranty claims shall be 24 months. Replaced goods shall only be delivered in compliance with our warranty obligations for the original goods.
- (5) Should, in case of resale of the goods to a consumer in terms of Sec. 13 of the German Civil Code, the Customer be held liable by the consumer as consequence of any defect the Customer's recourse shall be directed to us subject to possible damage claims that are subject to Sec. 14 of these General Sales Terms and Delivery Conditions according to the legal regulations of Sec. 478, 479 of the German Civil Code. The same shall apply if the Customer is held liable by another distributor in the supply chain for warranty claims of a consumer.
- (6) **If the goods delivered by us are to be categorised as digital products within the meaning of Section 327 I 1 BGB or as goods with digital elements within the meaning of Section 327 a III 1 BGB, the customer shall first attempt to obtain updates in accordance with Section 327 I BGB or Section 475 b III No. 2 and IV No. 2 BGB from the manufacturer of the digital product or the goods with digital elements. The statutory provisions then apply.**

§ 14 **Liability**

- (1) Our liability shall generally be limited to damage that we or our auxiliary parties have brought about deliberately or gross negligent. For simple negligence we shall only be liable if life, body or health is violated and if material contractual obligations are infringed. A material contractual obligation is the obligation the fulfilment of which makes proper execution of the contract possible at all and on the observance of which the Customer may continuously trust.
- (2) Should we be liable for a breach of duty due to negligence the amount of our liability shall be limited to damages that are typical for that kind of contracts and that were expected at the

signing of the contract or during the breach of duty at the latest. This shall not apply if life, body or health is violated.

- (3) Damage claims that do not imply any fault by rights shall remain unaffected by the provisions of paragraph (1) and paragraph (2).

§ 15 Retention of Title

- (1) All deliveries shall be subject to retention of title. The title for the delivered goods shall remain with us until all receivables we are currently or in the future entitled to have been paid completely. The Customer shall revocably be allowed to process or resale the delivered goods within proper course of business. Should the Customer act contrary to the contract, we are entitled – especially in case of delayed payment – to assert our claims arising from the retention of title, particularly the redemption of goods delivered subject to retention of title, without prior cancellation of the respective sales contract.
- (2) If the goods subject to retention of title are further processed to form a new movable object, such processing is generally carried out for us without any commitments resulting from it for us. We shall become owner of the new object. If the goods subject to retention of title are processed together with other object in our property we shall become co-owners of the new object proportional of the value of our goods subject to retention of title to the processed other subjects at the moment of processing. For the new movable object produced by processing, the same shall apply as for the purchase goods subject to retention to title.
- (3) If the goods subject to retention of title are combined, mixed or mingled with goods we are not the owner of, we shall automatically become co-owner according to the legal regulations. If such mixing is carried out in a way that the Customer's object is to be considered as main object it shall be agreed that the Customer transfers a proportional co-ownership to us. The Customer shall keep or store any subjects free of charge we are owners or co-owners of.
- (4) In case of resale of the goods subject to retention of title the Customer shall already now assign any claims from buyers or third parties he is entitled to from the resale, independent of the fact if the delivered goods have been resold without or after further processing. We herewith accept the assignment. If we are co-owners of the resold good subject to retention of title the assignment of claim extends to the amount corresponding to our share of co-ownership. Should the Customer not be able to assign goods according to the afore mentioned provisions, especially as a consequence of a preceding assignment to any third party, resale shall not be effected within proper course of business in terms of this provision. The Customer shall be entitled to collect claims assigned to us until cancelled. Our right to collect the claim ourselves shall remain unaffected by that. We commit ourselves, though to not collect the claim as long as the Customer fulfils its obligation to pay arising from the collected revenues, does not get in default and especially no action for insolvency proceedings has been filed or if payment have been stopped. Should this be the case, though, we can request the Customer discloses the assigned claims as well as the respective debtors, gives full particulars on the collection, hands over the corresponding documents and notifies the debtors (third parties) about the assignment. We are authorized to inform the debtor about the assignment ourselves.

- (5) The Customer shall immediately inform us about any distraints or other interventions of any third party in the goods subject to retention to title or in the assigned claims and he shall forward us all necessary documents for possible proceedings. As far as any third party is unable to reimburse the judicial and extra-judicial costs, the Customer shall be liable for any losses arising from that.
- (6) Should the Customer stop payments, apply and open judicial insolvency proceedings or extra-judicial settlement proceedings, his right to resale, use or integrate the goods subject to retention of title and the authorization to collect any assigned claims shall expire immediately. The collection authorisation shall also expire in case of cheque or bill protest.
- (7) We are obliged to release securities we are entitled to at our choice as far as their estimated value exceeds 150 percent of the amount of the amounts receivable.

§ 16 Place of Fulfilment

Unless otherwise specified in this Terms and Conditions and in the order confirmation our place of business shall be place of fulfilment for all mutual obligations.

§ 17 Applicable Law

The law of the Federal Republic of Germany excluding the United Nations Convention on Contracts for the International Sale of Goods shall prevail for all legal relations between us and the Customer or in connection with this contract.

§ 18 Jurisdiction

Place of jurisdiction for any conflicts between our company and national customers arising from or in connection with this agreement shall be our place of business or, at our choice, the general or a special place of jurisdiction of the customer, if the customer is a tradesman, a legal entity of public law or public legal separate asset and if the dispute is neither related to a not-proprietary claim that is assigned to the local courts regardless of the value of the matter in dispute nor if an exclusive place of jurisdiction is justified. The same shall apply for disputes with persons who have moved their place of residence or usual residence outside the territory of the code of civil procedure after signing of the contract or whose place of residence or usual residence is unknown at the commencement of an action.

§ 19 Data Protection

We hereby inform the customer that the personal data obtained in connection with the business relationship will be processed in accordance with the provisions of the General Data Protection Regulation (GDPR) and the Federal Data Protection Act (BDSG).