

**weinor GmbH & Co. KG, registered offices: Cologne, Germany; registered with the Commercial Register of Cologne under the number HRA 5676; individually liable partner: weinor Beteiligungs-GmbH, registered offices: Cologne, Germany. Registered with the Commercial Register of Cologne under the number HRB 4661, Managing Director: Thilo Weiermann.**

## 1. Scope of application

- 1.1. Our General Terms of Supply and Payment (Terms and Conditions of Business) apply exclusively to all contractual relations involving weinor and a business (customer), especially regarding the manufacture and supply of goods. They apply irrespective of whether the transaction has been drawn up on the company premises, by e-mail, through the Internet, by telephone, by fax, or by any other means. No terms and conditions which contradict our Terms and Conditions of Business or any terms and conditions of the customer which deviate from the same shall be accepted unless confirmed expressly by us in writing. Our Terms and Conditions of Business also apply should we deliver to the customer knowing that the customer's Terms and Conditions of Business differ from our own.
- 1.2. Our Terms and Conditions of Business also apply to all future business relations with the customer.
- 1.3. All agreements reached between ourselves and the customer aimed at fulfilling the contract drawn up between the contracting parties are to be recorded in this contract.
- 1.4. In addition to these Terms and Conditions of Business, the "Manufacturer's Information on Awning Fabrics", excerpts of which are printed in the product brochure made available prior to drawing up the contract, shall also apply.

## 2. Offer/drawing up of contract

- 2.1. Our offers and all details given in price lists, brochures, on websites, etc. are to be understood as being without commitment unless otherwise stated in the confirmation of order.
- 2.2. The customer's order shall represent a binding offer which we may accept within one month by sending written confirmation or, where in the case of orders for awning fabrics, by supplying the goods.
- 2.3. None of the customer's rights arising from the contract are transferable.

## 3. Prices and price adjustments

- 3.1. Unless otherwise provided for in the confirmation of order, our prices shall be based on the price lists valid on the day of the confirmation of order. The customer may request current price lists from us at any time.
- 3.2. Price adjustments shall be permissible should more than four months pass between drawing up the contract and the agreed date of delivery. Should either wage levels or the cost of materials change after this and before the date of delivery, we shall be entitled to adjust the price in line with any increases or decreases in costs. The customer shall only be entitled to withdraw from the contract should the price rise by more than 5%.
- 3.3. Our prices are ex works and do not include the cost of freight, postage, packaging, insurance or any other shipping costs.
- 3.4. Our prices are exclusive of the Value Added Tax at the current rate; this is to be paid at the rate applicable on the day of invoicing and will be shown in the invoice separately.

## 4. Terms of payment, offsetting payments, right of retention

- 4.1. Invoices which are settled within 10 days of the date of invoice or within the period stated in the invoice shall be subject to a 3% discount. Invoices paid after the 10-day period after date of invoice, or after the deadline given, are to be paid net and in full within 30 days of the date of invoice.
- 4.2. Should the deadline for payment be exceeded, we shall be entitled to charge interest in arrears amounting to 8 percent above base rate. Any delays in payment shall also entitle us to make any outstanding deliveries only against advance payment upon provision of a security.

4.3. The customer shall not be entitled to offset outstanding payments with counter claims unless these are legally adjudicated (res judicata), are undisputed or have been accepted by us. Furthermore, the customer shall only be entitled to exercise any rights of retention to the extent that a counter claim is based on the same contractual relationship.

4.4. Bills of exchange and cheques will only be accepted in lieu of performance. Acceptance of such bills of exchange and cheques shall be at our sole discretion. All bills of exchange must be discountable and tax paid. The customer shall bear the costs of discounting and cashing.

4.5. Acceptance of delays in payment is not to be construed as a remedy of the consequences nor shall it constitute any legal obligation regarding other contracts, future contracts included. The customer shall not be entitled to stop cheques or bills of exchange on the grounds that the relevant invoice has not yet been issued.

## 5. Supply and call dates; acceptance of delivery

5.1. The dates of supply are only approximate dates. Agreements relating to supply dates are not fixed delivery dates unless these have been expressly confirmed by us in writing. Should a fixed delivery date be agreed, no guarantees can be given as to the exact time of delivery. Delivery dates are deemed to have been met as soon as we have indicated that the consignments are ready for dispatch.

5.2. Adherence to our obligation to deliver shall be subject to the customer meeting his obligations on time and in the due and proper manner as well as to the customer's obligation to cooperate. Failure to meet the above shall result in the supply date being extended by an appropriate amount of time. Delays in delivery at our company or our supplier's plant which are the result of force majeure or other events beyond our control – especially strikes, lockouts, government intervention, riots, effects of war or acts of terror – shall entitle us to postpone delivery by a reasonable amount of time or to withdraw from the contract. Should it prove impossible for us or our supplier to deliver or provide the service, both we and our supplier shall also be released from our obligation to deliver or provide the service. In the event of a delay or should it be impossible to provide the service, we shall inform the customer without delay.

5.3. Unless otherwise agreed contractually in writing, and provided that it is reasonable for the customer, we shall be entitled to make partial deliveries.

5.4. Orders on demand or the specification of individual partial deliveries are, as far as possible, to be made at equal intervals, of equal quantities and in enough time to enable due and proper manufacture and delivery. Should the consignments not be called for or specified at all or in good time, we shall be entitled to withdraw from the contract if the set deadline has not been met.

5.5. Should a written agreement between us and the customer specify that the goods are subject to inspection under specific conditions, the acceptance of the goods shall take place at our works. All the costs relating to the acceptance – provided that these relate to the deployment of our staff, our material and our equipment – shall be borne by us, whereby all travel and accommodation expenses for the person in charge of acceptance shall be borne by the customer. Should the customer fail to accept the goods for reasons within his control or due to any default on his part, the goods shall be deemed to have been supplied in the due and proper manner upon their leaving our works.

## 6. Transfer of risk – Shipping/packaging

- 6.1. Unless otherwise stated in the order confirmation, delivery of the goods shall be "ex works". Our works are located in Cologne and Möckern (Germany). It is also hereby expressly agreed that the Incoterm Code EXW (2000 version) shall apply to the two parties.
- 6.2. All risks shall be transferred to the customer when the goods leave our works in Cologne or Möckern. This shall equally apply when the goods are carried by our own vehicles or when we agree to cover or perform other services, most notably shipping costs or delivery. We are under no obligation to unload the goods on behalf of the customer.
- 6.3. Should shipment or acceptance of the goods be delayed or not performed due to circumstances beyond the control of the customer, all risks shall be transferred to the customer as soon as the customer has been notified that the goods are ready for shipment and delivery. Should shipment be delayed due to or at the request of the customer, we shall store the goods at the expense and risk of the customer. In this instance, notification that the goods are ready for shipment shall be equivalent to having shipped the goods.
- 6.4. Should the customer request a specific form of packaging, we accept no liability for the suitability of such packaging for the chosen method of delivery. No transportation packaging or any other forms of packaging, as defined under the packing regulations, shall be taken back with the exception of pallets and pallet cages. The customer shall be responsible for disposing of the packaging at his/her own expense.
- 6.5. Should we consent to the goods being returned, the customer shall carry all risks until the goods reach our works.
- 6.6. On request, we will obtain transportation insurance, at the customer's expense, to cover the consignment.

## 7. Retention of title

- 7.1. All the deliveries made by us are subject to retention of title. Ownership of the goods shall only then be transferred to the customer once the customer has fulfilled all his obligations arising from all legal relationships with us.
- 7.2. Should the goods subject to retention of title be attached to any real estate by the customer to the extent that they become an integral part of the property, the customer hereby transfers to us the corresponding, highest priority part of the claims against his client and/or the builder together with all ancillary rights to the amount of all monies owed, which exist between us and the customer. In the event of resale, the customer shall transfer to us his claims against the purchaser for the same amount.
- 7.3. In the course of normal business, the customer shall, however, be entitled to dispose of the goods subject to retention of title and to take payment for the purchase price. Said entitlement shall expire, should the customer be in arrears with his payments to us. In this instance, we shall be entitled to collect all the items we have already delivered. The customer hereby consents to our taking such action. The customer shall not be entitled to pledge or to assign by way of security the goods subject to retention of title. Should the goods subject to retention of title be pledged or any other form of third-party action, the customer must inform us without delay by registered mail. Any costs which arise resulting from enforcement or other action that are incurred by us shall be reimbursed by the customer.
- 7.4. The customer undertakes to obtain adequate insurance cover for the goods subject to retention of title. The customer hereby transfers to us any claims arising from such insurance.

7.5. At the request of the ordering party, we undertake to release any securities owing to us provided the current value of our securities exceeds the claims which are to be secured by more than 10%. The decision on which securities are to be released shall be at our sole discretion.

## 8. Assembly, assembly instructions and base/awnings and wind class, filiform corrosion and pre-anodisation

- 8.1. Unless otherwise agreed in writing, the assembly of the supplied goods shall not be part of the contract with the customer. The assembly work is to be carried out by our customer at his own risk. On request, we shall also assist our customer with training courses or other assistance. The provision of such assistance shall not imply any changes to the customer's obligation to carry out the assembly work himself.
- 8.2. Our assembly instructions and our verbal or written advice on issues relating to the application of our products are intended to provide the customer with information on the best possible use of our products and services. They are not intended to release the customer from his duty of due diligence to ascertain whether our goods and services are suitable for the intended purpose. This applies especially to information about the design and quantity of the required consoles and testing the load bearing capacity as well as the nature of the assembly base and the disclosure of such information to us when placing the order. Should the customer not provide any details about the consoles or the assembly base when placing his order, we shall supply consoles of a design and in a quantity suitable for installation on concrete with a covering of up to 20 cm (non-pressure-resistant base) for wind resistance category 2. Consequently, should it not be possible to use the product as set out in the agreement because of inadequate or inaccurate information being provided by the customer, we shall only be liable, should we or our employees have acted with intent or gross negligence.
- 8.3. Given the complexity of the interaction between building materials, tools and fastening elements, we recommend the customer to inform and assure himself of the specific building conditions, especially static conditions, at the site in question. This applies especially to testing the load bearing capacity and the nature of the installation base. Since we never carry out any installation work for the customer and only supply the goods to a customer's order, we accept no liability in this regard.
- 8.4. Our awnings comply with the requirements of wind resistance category 2. This presupposes that the awning is properly installed by our customer and shows no other technical defects. At the same time, this presupposes that the awning is installed using the type and quantity of consoles recommended by the manufacturer, that the strength of the rawplugs prescribed by the manufacturer have been taken into account during the installation work and that the manufacturer's instructions concerning rawplugs are followed during assembly.
- 8.5. Unless otherwise agreed in writing, awnings delivered by us are designed for fitting with a revision appliance accessible from the outside. If attachment to the cladding impedes exterior revision, in the case of a damaging of the awning, we will not be liable for costs connected to the opening up and sealing of the cladding associated with the removal of defects of the awning delivered. This will also apply in a case of warranty. The customer must inform the final customer of the necessity of manufacturing the

- revision appliance accessible from the outside.
- 8.6. Important information on filiform corrosion (= growth of traces of fibrous corrosion under painted surfaces which, under certain conditions, may be brought about by the moisture and electrolyte content in the atmosphere, e.g. in coastal areas): The customer is hereby advised that filiform corrosion in powder-coated aluminium parts/ other painted components can only be avoided if they previously undergo an anodisation process. This form of pre-treatment can be ordered through us. No liability or warranty can be accepted or given in the event that filiform corrosion should occur in parts which have not previously been anodised.
- 9. Guarantee/obligation to examine and requirement to complain/ damage**
- 9.1. Variations in colour, pattern, etc. which are normal in the trade are not defects. The same applies to deviations of our products from samples or patterns. We guarantee that the products are free from manufacturing defects and defects in the material and that any assembly work insofar as it is, exceptionally, carried out by ourselves or by a company instructed by us, shall be carried out properly. However, we give no guarantee that the design and make-up of the ordered items comply with the provisions under public law for the intended purpose.
- 9.2. Upon delivery, the goods should be checked immediately to ensure that they are as ordered and should be checked for defects. Such checks must be carried out at the latest on our customer's premises. Should the customer arrange for delivery to be made to a third-party location, e.g. the customer's home, all risks arising from direct delivery are the customer's responsibility as soon as the consignment has left the supplier's works. Faults must be reported to us in writing without delay and no later than 8 days after delivery. Faults which only appear during the period of guarantee shall be subject to the same procedure and period of notice. The period of notice shall commence on the day the defect occurs. Failure on the part of the customer to comply with the obligation to examine and to lodge a complaint about faults shall invalidate the guarantee.
- 9.3. In the event of improper delivery, providing that the customer has fulfilled his obligation to examine and lodge a complaint about faults, as set out in § 377 HGB (German Commercial Code), we are liable as follows: Should the fault lie in the purchased item, we shall, at our discretion, be entitled to rectify the fault or to supply a fault-free product (remedy). We are only liable if the fault is substantial. Should either or both types of remedy be impossible or unreasonable, we shall be entitled to refuse to provide a remedy. We shall also be entitled to refuse to provide a remedy so long as the customer fails to make payments corresponding to the fault-free portion of the service. Should remedy be impossible or ineffective, the customer has the option of reducing the purchase price to an appropriate level or of withdrawing from the agreement as provided for in law. This shall apply especially to any culpable delay of or refusal to provide a remedy as well as to cases where a remedy has failed a second time. In addition to the above, reference is made to the special conditions for awning fabrics which are also part of our contractual relationship.
- 9.4. Notwithstanding any agreements to the contrary below, no other customer claims shall be accepted irrespective of the legal basis (especially claims for damages arising from an infringement of ancillary obligations under the contract; wrongful acts, or any other tortious liability and claims for reimbursement of expenses, with the exception of those set out in § 439 Para. 2 BGB (German Civil Code)). This applies especially to claims for damages not directly related to the purchased item as well as to claims for damages for loss of income. Liability in the event of careless infringement of a material contractual obligation (cardinal obligation) shall be limited to the amount of foreseeable damage typical for the contract in question. Furthermore, we shall be liable in accordance with the statutory provisions to the extent that the customer should claim for any damages which are based on wilful intent or gross negligence on our part, including wilful intent or gross negligence on the part of our representatives and agents. Liability for culpable loss of life, limb or health shall remain unaffected; this shall also apply to any mandatory liability arising from the product liability law. The aforementioned shall also apply to the reimbursement of expenses. The exclusion of liability shall also not apply to any assumed guarantees or any guaranteed characteristics should a defect covered by either of these give rise to a claim for which we are liable. All claims resulting from recourse against the manufacturer or the supplier shall also remain unaffected.
- 9.5. No guarantee shall be accepted for damage resulting from one of the following: unsuitable or improper usage; faulty assembly by the customer or a third party; non adherence to our operating and service instructions; arbitrary changes to the products; replacement of parts or use of consumables not complying with the original specifications; replacement of materials; fair wear and tear; faulty operation or negligence; inappropriate fuels; inadequate construction work; unsuitable base; faults caused by chemical, electro-chemical or electrical materials insofar as these are beyond our control; improper adjustment or corrective maintenance work carried out by the customer or a third party without our prior consent.
- 9.6. The limitation period for claims based on defects shall be 24 months from the transfer of risk. The two-year limitation period shall not apply to structures or to items which have been put to use in a structure as part of its standard usage and which cause of the fault. In this instance, the limitation period shall commence after 5 years from the transfer of risk. The limitation period for a claim against the manufacturer or the supplier as set out in §§ 478, 479 BGB shall be 5 years from supply of the faulty item.
- 9.7. No claims arising from faulty partial deliveries shall be applied to the other remaining partial deliveries.
- 10. Patents**  
Should a third party claim against the customer or the customer himself claim for an infringement of his industrial property rights regarding the delivered products, the customer undertakes to inform us of this immediately. We shall be entitled but not obliged to conduct, at our own expense, all negotiations relating to an out-of-court or court settlement and/ or a trial covering the infringement of industrial property rights concerning the delivered products. The customer shall be obliged to assist us and to transfer the relevant powers of attorney. No liability for damage arising from infringements of patents shall be accepted.
- 11. Images, photographs, drawings**  
11.1. If and to the extent that we provide a customer with images, photographs or drawings and this customer then uses them on the internet, or in leaflets, brochures or similar advertising media, for example, the customer undertakes to indicate the origin/authorship of such images, photographs or drawings by adding a remark under or over the image, photo or drawing such as "Copyright weinor" or the corresponding symbol © in conjunction with the company name weinor. If we have included a year, this must also be added after the reference to our copyright. If we provide images, photographs or drawings to which we do not own the copyright but merely the right to use such images, photographs or drawings, we shall make this known to the customer.
- 11.2. The images, photographs or drawings to which we own the copyright shall remain weinor's property. Such materials will only be provided to the customer on a loan basis and may only be duplicated, reproduced, copied, saved or disclosed to third parties as part of the business relations with weinor and for the purpose of advertising our products in the corresponding manner. The images, photographs or drawings may not be edited or otherwise amended – whether through photo-composition, montages, electronic tools or any other forms – without our written consent. This especially applies to digital graphical materials. The copying or reproduction/retaking of photographs is equally not permitted without our written consent.
- 11.3. If and to the extent that the customer provides us with images, photographs or drawings, the customer hereby warrants that no third-party copyrights to such images, photographs or drawings are affected in any way and hereby releases us from any and all costs and damage claims which may arise due to an infringement of copyrights to the images, photographs or drawings which the customer provides.
- 12. Place of fulfilment/court of jurisdiction/choice of law**  
12.1. Unless otherwise provided for under this contract, the place of fulfilment and payment shall be our registered offices in Cologne, Germany.  
12.2. If the customer is a business, the court of jurisdiction shall be our registered offices in Cologne, Germany.  
12.3. The laws of the Federal Republic of Germany shall apply to the exclusion of the EU Sales Convention.
- 13. Final provisions**  
Any amendments and additions to this agreement shall only apply if made in writing. For its part, the requirement to have all agreements in writing may only be waived by written agreement.
- These new terms and conditions of supply and payment supersede all previous versions.

Mathias-Brüggen-Strasse 110  
50829 Cologne  
PO Box 301473  
50784 Cologne  
Germany

Bank Account:  
Sort Code: 23-54-05  
SWIFT BIC Code: DRESGB2L  
Account no: 20021900  
IBAN: GB91 DRES 2354 0520 0219 00