



## General Terms and Conditions of Business of the “mymueller®” Online Service Portal

(Translation of the original General Terms, interpretation of these conditions being based solely on the German text)

### 1. Scope and contractual partner

1.1. These General Terms and Conditions of Business of the online service portal “mymueller®” (subsequently referred to as “GTC”) apply to all contracts which are concluded between companies of the Jakob Müller group (supplier) and the customer (buyer) via the online service portal “mymueller®” (hereafter referred to as “webshop”). Within the framework of the order process the customer recognises the GTC in the version current at the time of submission of his order. In order to be valid, all verbal and telephone arrangements must be confirmed in writing. This requirement for the written form is also fulfilled when a declaration is received via e-mail. Contradictory terms and conditions of the customer will not be recognised.

1.2 The product offers in the webshop are directed exclusively at the supplier’s business partners (legal entities) in the B2B area.

### 2. Order process and contractual conclusion

2.1 Through the placing of an order in the webshop, the customer makes a binding offer to purchase the related products. The customer shall be bound to the order until the end of the seventh working day subsequent to the date of receipt of the order.

2.2 Following receipt, the customer will receive a prompt order confirmation, which however shall not constitute order acceptance. This confirmation serves solely as information that the supplier has received the order.

2.3 An order shall first be fully valid, if the supplier declares his acceptance of the order to the customer subject to the provision of the related original documents per e-mail (order confirmation per e-mail) and the customer does not contradict the content of the original documents provided to it with the order confirmation within 48 hours of the receipt of our order confirmation. Should the customer remain silent, this shall be seen as consent to the content of the original documents provided by the supplier with regard to its order.

2.4 The contract shall only come about with regard to those products listed expressly in the order confirmation of the supplier. In conclusion, these shall also represent the scope of the services provided.

### 3. Prices

3.1 The information contained in the respective original documents of the supplier shall be decisive and binding with regard to prices and other price elements such as packaging, taxes, customs duties, etc

### 4. Terms of payment

4.1 Payment shall take place by invoice according to the respective terms contained in the original documentation.

4.2 Offsetting against unrecognised or counterclaims of the customer that are not legally final and absolute shall be excluded.

4.3 If, in spite of reminders, the outstanding amount of the invoice remains unpaid, the customer shall be subject to interest upon arrears of 5 (five) per cent p.a. on the outstanding invoiced amount. In addition, the supplier shall have the right to withdraw from the contract and debit the customer for the expenditure already incurred on his part.

### 5. Delivery dates

5.1 The delivery dates stated are non-binding. However, to the best of his ability, the supplier will endeavour to ensure that delivery dates are adhered to.

5.2 Reimbursement claims for direct and/or indirect damage occasioned by late delivery cannot be asserted. Any non-adherence to the delivery date shall not constitute a right to withdraw from the contract.

### 6. Transport, insurance, storage

6.1 Decisive with regard to transport, insurance and any storage of the goods en route to or at their place of destination are solely the

terms and conditions contained in the respective original documents of the supplier.

Upon delivery of the consignment, the customer shall examine the goods and promptly address any notice of defects to the carrier and the supplier. The supplier recommends that damage or missing items be determined officially immediately upon delivery of the goods, in order that the right of recourse against the carrier be retained.

6.2 If, when the goods are ready for dispatch, and in spite of the supplier’s request, the customer has supplied no instructions concerning dispatch, transport, insurance or customs clearance, then the supplier reserves the right to act entirely upon his own discretion.

### 7. Retention of title

7.1 The goods shall remain the property of the supplier until the full payment of the invoiced amount and the customer shall not be entitled to pledge, assign, or resell the goods.

7.2 If a delivery takes place without the purchase price having been paid in full, insofar as the retention of title towards third parties acting in good faith is linked with this provision, the supplier shall retain the right to have the retention of title entered into the public registers of the responsible authorities. The customer undertakes to consent to this entry.

### 8. Warranty and liability

8.1 The warranty period for products supplied shall expire twelve months after the dispatch of the delivery ex works.

8.2 A precondition for warranty is that the products delivered were handled and assembled correctly by the customer. The warranty obligation must be refused for products assembled by the customer, even though assembly by the supplier’s specialists was deemed necessary. Parts that during the warranty period can be proven to be unusable or defective as the result of inferior material or improper manufacture, will be repaired immediately and at the supplier’s expense, or if necessary, replaced. The customer undertakes to notify the supplier at once of any such defects and to await the supplier’s further instructions. A customer claim to the revocation of the contract or a reduction in the purchase price is excluded. The supplier shall not be held liable to make good any damage incurred by insufficient, internal instruction of the operating staff, improper operation, inadequate maintenance, or for parts that are subject to natural wear. Similarly, the supplier is not liable to accept a claim under warranty, unless he is informed immediately in writing when the defect is discovered, or in the event that appropriate instructions of the supplier have not been heeded. For components and accessories which are not manufactured by the supplier, the warranty can only be applied to the same extent as the sub-suppliers is granting warranty for these external products. The warranty relates expressly and solely to the aforementioned obligation. Any more extensive direct or indirect claim, e.g. replacement of defectively produced goods, loss of processed material, loss of contracts, loss of profits, or compensation for production losses, will not be entertained.

### 9. Assembly

9.1 At the request of the customer, this will either be completed at a fixed price, or at standard rates in line with the supplier’s terms and conditions of assembly, which should the customer so require will be provided.

### 10. Place of performance

10.1 The place of performance for delivery and payment is the domicile of the supplier.

### 11. Place of jurisdiction and applicable law

11.1 The place of jurisdiction for the customer and the supplier is the domicile of the supplier. The supplier shall nonetheless be entitled to assert claims against the customer at its address.

11.2 The contractual relationship between the customer and the supplier shall be subject to the material law of the state in which the supplier has its domicile to the exclusion of the United Nations Convention on contracts for the international sale of goods (CISG).