



TIRA GmbH's General Terms and Conditions of Sale

1. Scope

1. These General Terms and Conditions of Sale apply to all business dealings between TIRA GmbH (hereinafter referred to as 'TIRA') and the customer, even if they are not specifically mentioned in subsequent contracts. They apply mutatis mutandis to works and services. In the case of works, acceptance of the work shall take the place of acceptance of the delivered products; in the case of services, acceptance of the service shall take the place of acceptance of the delivered products.
2. Any terms and conditions of the purchaser that conflict with, are additional to, or deviate from these General Terms and Conditions of Sale shall not form part of the contract unless TIRA has previously agreed to their validity in writing. These General Terms and Conditions of Sale shall also apply if TIRA carries out a delivery to the purchaser without reservation whilst being aware of the purchaser's conflicting, additional or deviating terms and conditions.
3. Any additional agreements or agreements deviating from these General Terms and Conditions of Sale must be in writing (Section 126b of the German Civil Code (BGB)). Individual contractual agreements shall always take precedence over these General Terms and Conditions of Sale; their validity is not dependent on compliance with any specific form. The requirement for written form set out in the first sentence shall not apply to such individual agreements.
4. Any rights to which TIRA is entitled under statutory provisions or under other agreements in addition to these General Terms and Conditions of Sale remain unaffected.

2. Conclusion of Contract

1. Offers made by TIRA are subject to change and non-binding.
2. Illustrations, drawings, details of weight, dimensions, performance and consumption, as well as other descriptions of the products contained in the documents forming part of the offer, are only approximate unless they are expressly designated as binding in writing. They do not constitute an agreement or guarantee regarding the corresponding quality or durability of the products.
3. TIRA reserves all rights of ownership, copyright and other intellectual property rights in all offer documents. Such documents must not be made available to third parties. This applies in particular to samples, drawings and other documents provided by TIRA.
4. An order shall only become binding once it has been confirmed by TIRA by means of a written order confirmation or once TIRA has fulfilled the order, in particular by dispatching the products. An order confirmation generated by automated systems, which lacks a signature and the name of the signatory, shall be deemed to have been made in writing. TIRA's failure to respond to quotations, orders, requests or other declarations by the customer shall only be deemed to constitute consent if this has been agreed in writing in advance. Insofar as the order confirmation contains obvious errors, clerical errors or calculation errors, it shall not be binding on TIRA.
5. If the customer applies for the opening of insolvency or similar proceedings in respect of its own assets, or if a well-founded application by a third party for the opening of insolvency or similar proceedings in respect of the customer's assets is rejected on the grounds of lack of assets, TIRA shall be entitled to withdraw from the contract in whole or in part.

3. Scope of Delivery

1. The written order confirmation from TIRA shall be decisive for the scope of delivery. Any changes to the scope of delivery made by the customer require TIRA's written confirmation to be valid. We reserve the right to make design and shape changes to the products, provided that such changes are not significant and are reasonable for the customer to accept.
2. Partial deliveries are permitted.

4. Delivery Time

1. Agreements on delivery periods and dates must be made in writing. Delivery periods and dates are non-binding unless TIRA has previously designated them as binding in writing.
2. The delivery period shall commence upon TIRA's dispatch of the order confirmation, but not before the purchaser has provided all necessary documents, approvals and authorisations, all technical issues have been clarified, and an agreed deposit has been received; or, in the case of an international transaction, upon receipt of full payment. Where a delivery date has been specified, that date shall be postponed by a reasonable period if the customer fails to provide the documents and approvals required of them in good time, fails to grant approvals in good time, fails to clarify all technical issues fully and in good time, or if the agreed deposit – or, in the case of an international transaction, the full payment – is not received in full by TIRA. Adherence to the delivery time is conditional upon the timely and proper fulfilment of the customer's other obligations.
3. The delivery time shall be deemed to have been met if the products leave the works by the time it expires or if TIRA has notified the customer that the goods are ready for collection or dispatch. Adherence to the delivery time is subject to timely and proper supply to TIRA itself. This applies only if TIRA has concluded a corresponding covering transaction and the failure to receive supply is not attributable to TIRA. TIRA shall inform the customer of the unavailability without delay and shall refund any consideration already paid without delay.
4. In the event of a delay in delivery, the customer shall be entitled to withdraw from the contract following the fruitless expiry of a reasonable grace period which they have set for TIRA after the delay in delivery has occurred.

5. Prices and Payment

1. Unless otherwise agreed, prices are ex works and do not include shipping, packaging costs, insurance, statutory taxes, customs duties or other levies. Any costs incurred in this regard, in particular the costs of packaging and transporting the products, shall be invoiced separately. Statutory value-added tax shall be shown separately on the invoice at the statutory rate applicable on the date of invoicing.
2. If there is a period of more than four months between the conclusion of the contract and the agreed delivery date, and if the costs relevant to the manufacture of the products (costs for materials and raw materials, energy and labour, including changes to collective agreements) change during this period, TIRA and the customer shall be entitled to demand an adjustment to the price. The adjustment shall be made exclusively on the basis of the actual change in these cost categories and only to the extent that they affect the price of the products; cost reductions shall be taken into account in the same way as cost increases. An adjustment must not serve to generate additional profit beyond passing on the cost change. Upon request, TIRA shall provide the customer with a transparent breakdown of the underlying cost changes. If the requested price increase exceeds 5 per cent of the originally agreed price, the customer shall be entitled to withdraw from the contract within two weeks of receiving the notice of adjustment; at TIRA's request, the customer must declare without delay whether it intends to exercise this right. For a delivery period of less than four months following the conclusion of the contract, and for prices expressly agreed as fixed prices, the agreed price shall remain unchanged.



3. Unless expressly agreed otherwise in writing, the following terms of payment shall apply: (a) 50 per cent of the gross delivery price is payable as a deposit within 14 days of receipt of the order confirmation. (b) 40 per cent is payable upon successful factory acceptance and prior to dispatch; if factory acceptance or dispatch is delayed for reasons attributable to the customer, or if the customer is in default of acceptance, this payment shall be due 30 days after receipt of the relevant invoice. (c) 10 per cent is payable as the final instalment 30 days after final acceptance, but no later than 60 days after delivery of the product to the customer; if delivery or final acceptance is delayed for reasons for which the customer is responsible, the final instalment shall be due 60 days after delivery. (d) If the customer is in default of acceptance or delivery, TIRA shall be entitled to store the packaged and ready-for-acceptance product at the customer's expense and risk and to invoice the reasonable and substantiated additional costs incurred as a result; the customer reserves the right to prove that no costs, or significantly lower costs, were incurred. (e) If TIRA claims compensation for damage incurred as a result of the delay in acceptance, TIRA may claim a flat-rate compensation of 1 per cent of the net delivery price per full month of delay, up to a maximum of 10 per cent of the net delivery price; the purchaser reserves the right to prove that no damage, or only significantly less damage, has been incurred, whilst TIRA reserves the right to claim higher actual damages. (f) The date of payment shall be the date on which TIRA is able to dispose of the payment. In the event of late payment, the customer shall pay interest on arrears at a rate of 9 percentage points above the applicable base rate per annum; this shall not affect TIRA's right to claim further damages arising from the delay.
4. For international transactions, payment shall be made prior to delivery, notwithstanding paragraph 3, unless otherwise agreed in writing in advance.
5. Upon conclusion of the contract, the customer from another EU Member State (with a valid VAT registration number) undertakes to confirm receipt of the goods within the rest of the Community territory on the 'Confirmation of Arrival' form provided by TIRA, and to return this form to TIRA, duly completed and signed, without delay, at the latest within ten days of receipt of the goods. The customer shall also cooperate in providing other documentary evidence permitted under sections 17a to 17d of the German VAT Implementation Regulation (UStDV), insofar as TIRA so requires. If the customer fails to fulfil these obligations in a timely manner and TIRA is therefore unable to prove that the conditions for tax exemption for intra-Community supplies (Section 4(1)(b), Section 6a of the German Value Added Tax Act (UStG)) have been met, TIRA shall be entitled to charge the customer the statutory German value added tax retrospectively. The corresponding amount is payable without deduction within 14 days of the invoice date.

6. *Transfer of Risk*

1. The risk of accidental loss and accidental deterioration passes to the customer as soon as the products are handed over to the carrier or leave TIRA's premises for the purpose of dispatch. In the event of collection by the customer, the risk passes to the customer upon notification that the goods are ready for collection. Sentences 1 and 2 shall also apply if delivery is made in instalments or if TIRA has undertaken to provide further services, such as covering the transport costs or installing the products at the purchaser's premises.
2. If the purchaser is in default of acceptance, TIRA may claim compensation for the loss incurred, including any additional expenses. The same applies if the customer breaches other obligations to cooperate, unless the customer is not at fault for the breach of such obligations. The risk of accidental loss or accidental deterioration of the products shall pass at the time specified in paragraph 1 if the customer is in default of acceptance or breaches other obligations to cooperate. If the customer is in default of acceptance at an earlier point in time, the risk shall pass to the customer at the time at which they fall into default of acceptance. TIRA shall be entitled, following the fruitless expiry of a reasonable period set by TIRA, to dispose of the products otherwise and to supply the customer within a reasonably extended period.
3. If dispatch is delayed due to circumstances for which TIRA is not responsible, the risk shall pass to the customer upon notification that the goods are ready for dispatch.

4. The customer must accept delivered products, without prejudice to their rights in respect of defects, even if they exhibit minor defects.

7. Claims for Defects

1. The purchaser's rights in respect of defects are subject to the condition that they inspect the delivered products upon receipt – where reasonable, by means of trial processing or trial use – and have notified TIRA in writing of any apparent defects without delay, at the latest two weeks after receipt of the products. Hidden defects must be reported to TIRA in writing immediately upon their discovery. The customer must describe the defects in writing when notifying TIRA. The customer's claims for defects are also subject to the condition that, during the planning, construction, assembly, connection, installation, commissioning, operation and maintenance of the products, the specifications, instructions, guidelines and conditions set out in the technical notes, assembly, operating and user manuals, planning and design guidelines and other documentation for the individual products have been complied with; in particular, that maintenance has been carried out properly and documented, and that recommended components have been used.
2. In the event of defects in the products, TIRA shall be entitled, at its discretion, to remedy the defect by rectifying it or by supplying a defect-free product. In the event of rectification, TIRA shall be obliged to bear all expenses necessary for the purpose of rectification, in particular transport, travel, labour and material costs, provided that these are not increased by the fact that the products have been moved to a location other than the delivery address. Personnel and material costs claimed by the customer in this context shall be charged at cost price. Replaced parts shall become the property of TIRA and must be returned to TIRA.
3. If TIRA is unwilling or unable to provide subsequent performance, the customer may, without prejudice to any claims for damages or reimbursement of expenses, at their discretion, withdraw from the contract or reduce the delivery price. The same applies if the subsequent performance fails, is unreasonable for the customer, or is delayed beyond a reasonable period for reasons for which TIRA is responsible.
4. The purchaser's right to withdraw from the contract is excluded if they are unable to return the goods received and this is not due to the fact that such return is impossible given the nature of the goods received, is attributable to TIRA, or the defect only became apparent during the processing or alteration of the products. The right of withdrawal is further excluded if TIRA is not responsible for the defect and if the customer is required to pay compensation in lieu of restitution.
5. No claims for defects shall arise in respect of defects resulting from natural wear and tear, in particular in the case of wear parts, improper handling, assembly (in particular where assembly is carried out on unsuitable ground), use or storage, or improperly carried out modifications or repairs to the products by the purchaser or third parties. The same applies to defects attributable to the purchaser or attributable to a technical cause other than the original defect.
6. The customer's claims for reimbursement of expenses in lieu of damages in place of performance are excluded, insofar as a reasonable third party would not also have incurred such expenses.
7. TIRA gives no guarantees, in particular no guarantees as to quality or durability, unless otherwise agreed in writing in individual cases.
8. The limitation period for the purchaser's claims for defects is one year. Where the defective products have been used in accordance with their normal intended use in a structure and have caused its defectiveness, or where the defect relates to a structure, the limitation period is five years. It also applies to claims arising from tort based on a defect in the products. The limitation period begins upon delivery of the products. The reduction in the limitation period does not apply to TIRA's unlimited liability for damages arising from a breach of warranty or from injury to life, limb or health, for wilful misconduct and gross negligence, and for product defects. A statement by TIRA regarding a claim for defects asserted by the customer shall not be deemed to constitute an entry into negotiations regarding the claim or the circumstances giving rise to it, provided that TIRA rejects the claim for defects in its entirety.



8. TIRA's Liability

1. TIRA shall be liable without limitation for damages arising from a breach of warranty or from injury to life, limb or health. The same applies in cases of wilful misconduct and gross negligence. TIRA shall only be liable for slight negligence insofar as essential obligations arising from the nature of the contract and which are of particular importance for the fulfilment of the contract's purpose have been breached. In the event of a breach of such obligations, delay or impossibility of performance, TIRA's liability shall be limited to such damages as may typically be expected to arise within the scope of this contract. Any mandatory statutory liability for product defects remains unaffected.
2. Insofar as TIRA's liability is excluded or limited, this shall also apply to the personal liability of TIRA's employees, staff, representatives and vicarious agents.

9. Product Liability

1. The purchaser shall not alter the products; in particular, they shall not alter or remove any existing warnings regarding the dangers of improper use of the products. In the event of a breach of this obligation, the purchaser shall indemnify TIRA internally against any product liability claims by third parties, unless the purchaser is not responsible for the fault giving rise to the liability.
2. If TIRA is required to issue a product recall or warning due to a product defect, the purchaser shall cooperate to the best of its ability with the measures which TIRA deems necessary and appropriate, and shall support TIRA in this regard, in particular in identifying the necessary customer data. The purchaser is obliged to bear the costs of the product recall or warning, unless they are not responsible for the product defect and the resulting damage in accordance with the principles of product liability law. Any further claims by TIRA remain unaffected.
3. The purchaser shall immediately inform TIRA in writing of any risks associated with the use of the products and any potential product defects of which they become aware.

10. Force Majeure

1. If TIRA is prevented by force majeure from fulfilling its contractual obligations, in particular the delivery of the products, TIRA shall be released from its obligation to perform for the duration of the hindrance and a reasonable start-up period, without being liable to the purchaser for damages. The same shall apply where the fulfilment of TIRA's obligations is made unreasonably difficult or temporarily impossible by unforeseeable circumstances for which TIRA is not responsible, in particular industrial action, official measures, energy shortages, delivery difficulties on the part of a supplier or significant operational disruptions. This shall also apply if such circumstances arise at a sub-supplier. This shall also apply if TIRA is already in default. To the extent that TIRA is released from its obligation to deliver, TIRA shall refund any advance payments made by the customer.
2. TIRA shall be entitled to withdraw from the contract after the expiry of a reasonable period if such an impediment persists for more than four months and TIRA no longer has any interest in performing the contract as a result of the impediment. At the purchaser's request, TIRA shall, upon expiry of the period, declare whether it will exercise its right of withdrawal or deliver the products within a reasonable period.

11. Retention of Title

1. The delivered products shall remain the property of TIRA until full payment has been made of all claims to which TIRA is entitled against the customer arising from the business relationship. The customer is obliged to treat the products subject to retention of title with due care for the duration of the retention of title. In particular, the customer is obliged to insure the products at their own expense against fire, water damage and theft, at a sum sufficient to cover their replacement value. The customer must provide evidence of having taken out such insurance upon TIRA's request. The customer hereby assigns to TIRA all claims for compensation arising from this insurance. TIRA hereby accepts this assignment. Should the assignment not be permissible, the customer hereby instructs the insurer to



make any payments solely to TIRA. Any further claims by TIRA remain unaffected. If, even after the expiry of a reasonable period set by TIRA, the customer fails to provide evidence of having taken out insurance, TIRA shall be entitled, but not obliged, to take out appropriate insurance at the customer's expense.

2. The purchaser is only permitted to sell the products subject to retention of title in the ordinary course of business. The purchaser is not entitled to pledge the products subject to retention of title, to assign them as security, or to take any other measures that jeopardise TIRA's title. In the event of attachment or other interventions by third parties, the purchaser must notify TIRA immediately in writing and provide all necessary information, inform the third party of TIRA's ownership rights, and cooperate with TIRA's measures to protect the products subject to retention of title. Insofar as the third party is unable to reimburse TIRA for the judicial and extrajudicial costs incurred in enforcing TIRA's ownership rights, the customer shall be obliged to compensate TIRA for the resulting loss, unless the customer is not at fault for the breach of duty.
3. The customer hereby assigns to TIRA all claims arising from the resale of the products, together with all ancillary rights, irrespective of whether the products subject to retention of title are resold in their original state or after processing. TIRA hereby accepts this assignment. Should such an assignment not be permissible, the purchaser hereby instructs the third-party debtor to make any payments solely to TIRA. The purchaser is revocably authorised to collect the claims assigned to TIRA on a fiduciary basis in its own name on behalf of TIRA. The amounts collected must be remitted to TIRA without delay. TIRA may revoke the purchaser's authorisation to collect the claims and the purchaser's right to resell the goods for good cause, in particular if the purchaser fails to duly fulfil their payment obligations towards TIRA, falls into arrears, suspends payments, or if the customer applies for the opening of insolvency proceedings or comparable debt settlement proceedings in respect of the customer's assets, or if a substantiated application by a third party for the opening of insolvency proceedings or comparable debt settlement proceedings in respect of the customer's assets is rejected on the grounds of insufficient assets. In the event of a general assignment by the customer, the claims assigned to TIRA shall be expressly excluded.
4. At TIRA's request, the customer is obliged to inform the third-party debtor of the assignment without delay and to provide TIRA with the information and documents necessary for collection.
5. In the event of a breach of contract, in particular if the customer is in default of payment, TIRA shall be entitled, without prejudice to its other rights, to withdraw from the contract upon expiry of a reasonable grace period set by TIRA. The customer must immediately grant TIRA or its authorised representative access to the products subject to retention of title and surrender them. Following appropriate and timely notice, TIRA may otherwise realise the products subject to retention of title in order to satisfy its due claims against the customer.
6. Any processing or transformation of the products subject to retention of title by the customer shall always be carried out on behalf of TIRA. The purchaser's right of title to the products subject to retention of title shall continue to apply to the processed or transformed item. If the products are processed or transformed together with other items not belonging to TIRA, TIRA shall acquire co-ownership of the new item in proportion to the value of the delivered products in relation to the other processed items at the time of processing or transformation. The same applies if the products are combined or mixed with other items not belonging to TIRA in such a way that TIRA loses its full ownership. The customer shall hold the new items in safekeeping on behalf of TIRA. In all other respects, the same provisions shall apply to the item resulting from processing, transformation, combination or mixing as to the products subject to retention of title.
7. At the purchaser's request, TIRA is obliged to release the security to which it is entitled to the extent that the realisable value of the security, taking into account valuation discounts customary in the banking sector, exceeds TIRA's claims arising from the business relationship with the purchaser by more than 15 per cent. The valuation shall be based on the invoice value of the products subject to retention of title and on the nominal value in the case of claims. The specific selection of the items to be released shall be at TIRA's discretion.



8. In the case of deliveries to other jurisdictions where this retention of title provision does not have the same security effect as in the Federal Republic of Germany, the customer hereby grants TIRA a corresponding security interest. Should further measures be required for this purpose, the customer shall take all necessary steps to grant TIRA such a security interest without delay. The purchaser shall cooperate in all measures necessary and conducive to the validity and enforceability of such security rights.

12. Confidentiality

1. The parties undertake to keep confidential all information to which they gain access in the course of the business relationship, which is designated as confidential or which is recognisably confidential in the circumstances, and not to use it for their own purposes. This obligation shall apply for the duration of the business relationship and for a period of five years following its termination. In the case of information to be regarded as a trade secret within the meaning of the Trade Secrets Act (GeschGehG), the duty of confidentiality shall continue to apply for as long as the statutory requirements for a trade secret are met.
2. The parties shall ensure, through appropriate contractual agreements with their employees and agents, that the latter also comply with the above obligations of confidentiality.

13. Final Provisions

1. The transfer of the customer's rights and obligations to third parties is only permitted with the prior written consent of TIRA.
2. Counterclaims by the customer shall only entitle them to set-off if they have been legally established or are undisputed. The customer may only assert a right of retention if their counterclaim is based on the same contractual relationship.
3. The legal relationship between the customer and TIRA shall be governed by the law of the Federal Republic of Germany, to the exclusion of the United Nations Convention on Contracts for the International Sale of Goods (CISG).
4. The exclusive place of jurisdiction for all disputes arising from the business relationship between TIRA and the purchaser shall be TIRA's registered office. TIRA shall also be entitled to bring legal proceedings at the purchaser's registered office and at any other permissible place of jurisdiction.
5. The place of performance for all obligations of the customer and TIRA is TIRA's registered office.
6. The language of the contract is **German/English**.
7. Should any provision of these General Terms and Conditions of Sale be or become invalid or unenforceable, in whole or in part, or should there be any omission in these General Terms and Conditions of Sale, this shall not affect the validity of the remaining provisions. In place of the invalid or unenforceable provision, the valid or enforceable provision that most closely approximates the purpose of the invalid or unenforceable provision shall be deemed to have been agreed. In the event of an omission, the provision that corresponds to what would have been agreed in accordance with the purpose of these General Terms and Conditions of Sale shall be deemed to have been agreed, provided that the contracting parties had considered the matter from the outset.