

General Terms and Conditions

BAC pool systems GmbH

Contractual bases are in the following order and rank:

- Individual contractual agreements,
- our general terms and conditions,
- the statutory provisions.

1. Scope of application

- 1.1.** Our General Terms and Conditions of Business shall apply to all contracts of sale and
- and delivery contracts concluded with us pursuant to §§ 433, 650 BGB ("Deliveries") and
 - contracts for work and services pursuant to §§ 631 et seq. BGB ("Services").

Our General Terms and Conditions shall apply exclusively. Insofar as they do not contain any provisions, the law shall apply. Any conflicting or additional terms and conditions of the contracting party are hereby rejected. They shall only apply if we have expressly agreed to them or parts thereof in writing. Our General Terms and Conditions shall also apply if our deliveries or services are provided without reservation in the knowledge of conflicting or additional terms and conditions of the contractual partner.

- 1.2.** Our General Terms and Conditions shall also apply to all future transactions with the contractual partner.

- 1.3.** Our General Terms and Conditions shall only apply to entrepreneurs, legal entities under public law or special funds under public law within the meaning of Section 310 (1) of the German Civil Code (BGB).

2. Offers and Cost Estimates, Subsequent Changes to the Contractual Content, Reservation of Self-Development

- 2.1.** Our offers and cost estimates as well as illustrations, drawings, dimensional, weight or performance specifications are - unless expressly designated as binding - subject to change and non-binding.

- 2.2.** The contract with us shall only be concluded upon receipt of our order confirmation by the contractual partner. If we expressly request in writing that the order confirmation be signed by the contractual partner, the contract with us shall only be concluded through this. Verbal agreements, including those concerning ancillary agreements or deviations from these terms and conditions of delivery, shall only be effective if confirmed by us in writing (text form is sufficient).

- 2.3.** We reserve all rights to all offer and contract documents, in particular our drafts, drawings, illustrations, etc., as well as samples and prototypes, insofar as they are not granted to the contractual partner in accordance with the purpose of the contract or on the basis of an express agreement. Offer documents as well as samples and prototypes shall be returned to us immediately upon our request if the order is not placed with us. The contractual partner may not assert a right of retention in this respect. assert a right of retention in this respect.

2.4. Documents of the contractual partner may be made accessible by us to such third parties to whom we have permissibly transferred deliveries and services.

2.5. We reserve the right to make the following changes to our deliveries or services after conclusion of the contract, provided that this is reasonable for the contractual partner:

- Product changes in the course of continuous product development and improvement;
- minor and insignificant deviations in color, shape, design, dimensions, weight or quantity;
- deviations customary in the trade.

2.6. The contracting party is obliged to inform us when placing the order, if under no circumstances it is allowed to deviate from its requirements and specifications.

2.7. We shall endeavor to accommodate any request for changes made by the contractual partner after conclusion of the contract with regard to the contractual deliveries and/or services, insofar as this is reasonable for us within the scope of our operational capacity. Insofar as the examination of the possibilities for change or the actual implementation of the changes have an impact on the contractual performance structure (remuneration, deadlines, etc.), a written adjustment of the contractual provisions shall be made without delay. For the duration of the interruption, we may demand reasonable additional remuneration based on the hourly rates of those of our employees who could not be deployed elsewhere due to the interruption, on the basis of the review of the change request and the agreement on the adjustment of the contractual provisions. We shall also be entitled to demand reasonable additional remuneration for a necessary review of whether and under what conditions the desired change is feasible, provided that we inform the contractual partner of the necessity of the review and the contractual partner issues a corresponding review order.

2.8. A liability for damages according to § 122 BGB requires our fault.

2.9. The conclusion of the contract is subject to the correct and timely delivery by our suppliers. This shall only apply in the event that we are not responsible for the non-delivery, in particular in the event of the conclusion of a congruent hedging transaction with our supplier. The contractual partner shall be informed immediately of the non-availability of deliveries or services. The consideration shall be refunded without delay. We shall immediately present the covering contract to the contracting party and assign the rights resulting therefrom to the contracting party to the extent required.

3. Prices, terms of payment, reservation of right to subsequent performance

3.1. We reserve the right to increase our prices appropriately if, after conclusion of the contract, cost increases occur for which we are not responsible, in particular due to collective wage agreements or changes in the price of materials. We will prove these to the contractual partner upon request.

3.2. Subject to separate agreement, our prices are ex works excluding postage, shipping, freight, packaging, insurance. Value added tax shall be invoiced additionally at the respective legally prescribed rate.

3.3. Payments are due immediately after receipt of the invoice. Payment costs shall be borne by the contractual partner. The granting of a discount requires special prior agreement. If payment is not made within 30 days of the invoice date in each case, the contractual partner shall be in default without any further declaration on our part. In all other respects, the statutory provisions concerning the consequences of default in payment shall apply.

3.4. In the event of deferral, we shall be entitled to claim interest in accordance with the statutory default interest for the deferral period.

3.5. We shall be entitled to demand reasonable advance payments plus the statutory value-added tax thereon if there is an objectively justifiable reason and no overriding interests of the contractual partner are opposed thereto. We shall be entitled to demand down payments plus the statutory value-added tax payable thereon, provided that such down payments are not significantly higher than the increase in value to the contractual partner resulting from our performance in accordance with the contract.

3.6. Bills of exchange and checks are only accepted on account of payment, bills of exchange only with prior written agreement. The discount, the expenses and the costs associated with the collection of the bill of exchange and check amount are to be borne by the contractual partner and are due for payment immediately. Fulfilment of the contract shall only be effected once the cheques or bills of exchange have been cashed and we have been released from any liability.

3.7. The contractual partner shall only be entitled to set-off rights if its counterclaims have been legally established, are undisputed or acknowledged. The contractual partner shall only be entitled to exercise a right of retention insofar as its counterclaim is based on the same contractual relationship.

3.8. In the event that the delivery or service is not in conformity with the contract, the contractual partner shall have a right of retention insofar as the amount retained is in reasonable proportion to the lack of conformity with the contract (in particular a defect) and the anticipated costs of subsequent performance (in particular the rectification of a defect). The contracting party shall not be entitled to assert claims and rights due to lack of conformity with the contract if it has not made due payments and the amount due is in reasonable proportion to the value of the deliveries or services not in conformity with the contract despite the lack of conformity with the contract.

4. Packaging, delivery or performance time, impediments to performance for which we are not responsible, delay in delivery or performance, impossibility, default in acceptance, obligations to cooperate

4.1. Unless otherwise agreed, delivery shall be "ex works", unpacked. Even in the event of any packaging by us, transport packaging and all other packaging shall not be taken back in accordance with the packaging regulations. The contractual partner shall be obliged to dispose of the packaging at its own expense. Pallets and loaned packaging shall be excepted, which shall remain our property and must be returned to us unencumbered and in perfect condition within a reasonable period of time.

4.2. The stated delivery or performance times are fixed dates only if they are expressly specified as such. expressly specified as such.

4.3. Compliance with delivery or performance obligations, in particular delivery dates, shall be subject to:

- the timely and proper fulfillment of any obligations to cooperate on the part of the contractual partner, in particular the receipt of documents and information to be supplied by the contractual partner;
- the clarification of all technical details with the contractual partner;
- the receipt of agreed payments on account or the opening of agreed letters of credit;
- the existence of any necessary official permits and licenses.

We reserve the right to plead non-performance of the contract.

4.4. Compliance with the delivery period shall be determined by the date on which the delivery is made "ex works" or the contractual partner has been notified of readiness for dispatch.

4.5. Delays in delivery or performance for which we are not responsible:

4.5.1. We shall not be responsible for delays in delivery or performance due to the following obstacles to delivery and performance - unless a procurement risk or a guarantee has exceptionally been assumed with regard to compliance with the deadline or delivery date; the same shall also apply if these obstacles occur at our suppliers or their sub-suppliers: Circumstances of force majeure as well as obstacles to delivery and performance,

- which occur after the conclusion of the contract or which become known to us through no fault of our own only after the conclusion of the contract and
- with regard to which we can prove that they could not have been foreseen and prevented by us even by exercising due diligence and that we are not responsible for assuming, taking precautions or avoiding them.

Under the aforementioned conditions - occurrence or becoming known through no fault of our own only after conclusion of the contract, unforeseeability and unavoidability proven by us - these include in particular: Justified industrial action (strike and lockouts); operational disruptions; shortage of raw materials; failure of operating and auxiliary materials.

4.5.2. Claims for damages by the contracting party shall be excluded in the event of delays in delivery and service in the sense of section 4.5.1. are excluded.

4.5.3. In the event of a final impediment to delivery and performance within the meaning of Clause 4.5.1, each contracting party shall be entitled to terminate the contract immediately by rescission in accordance with the statutory provisions.

4.5.4. In the event of a temporary impediment to delivery and performance within the meaning of Section 4.5.1, we shall be entitled to postpone deliveries and services for the duration of the impediment plus a reasonable start-up period. If we prove to the contracting party an unreasonable impediment to delivery and performance, we shall be entitled to withdraw from the contract. The contractual partner shall only be entitled to withdraw from the contract under the conditions set out in Section 4.7 below.

4.6. Delays in delivery or performance for which we are responsible: If a stricter (in particular no-fault) or milder liability is neither stipulated nor to be inferred from the other content of the contractual relationship, we shall be liable for damages caused by delay due to intentional or negligent breach of duty as follows:

4.6.1. According to the legal provisions in case of intent.

4.6.2. In accordance with the statutory provisions, limiting our liability for damages to the foreseeable damage typical for the contract:

- in the event of gross negligence on the part of our legal representatives, senior employees and other vicarious agents;
- in the event of slight negligence on the part of our legal representatives, senior employees and other vicarious agents, if material contractual obligations (cf. definition in Section 8.8.2) are breached by them;
- if the underlying contract is a transaction for delivery by a fixed date or the contracting party can claim that its interest in the performance of the contract has ceased to exist due to the delay in delivery or performance for which we are responsible.

4.6.3. In other cases of slight negligence, we shall be liable in the event of a delay in delivery or performance for each full week of delay only within the scope of a lump-sum compensation for delay in the amount of 0.2% of the value of the delivery or performance, but not more than 5% of the value of the delivery or performance.

4.7. Further legal claims and rights of the contractual partner remain reserved.

4.8. Right of withdrawal of the contractual partner in the event of delays in delivery or performance: If we are able to prove that we are not responsible for the delay, the contractual partner shall only be entitled to withdraw from the contract,

- if the contracting party has tied the continuation of its interest in performance to the timeliness of the performance (transaction for delivery by a fixed date) or
- he proves that due to the delay in delivery or performance his interest in performance has ceased to exist or that it is unreasonable to expect him to maintain the contractual relationship. In all other respects, Section 323 (4) - (6) of the German Civil Code (BGB) shall apply. The legal consequences of rescission shall be governed by the statutory provisions (§§ 346 et seq. BGB); performance not owed by the contractual partner may be reclaimed by the latter. The statutory rights of termination under the contract for work and services shall remain unaffected.

4.9. In the event of impossibility of our deliveries or services, we shall be liable in accordance with the statutory provisions with the following limitation of the amount of our liability: In the absence of intent or gross negligence on our part, on the part of our legal representatives or vicarious agents, our liability for damages and for reimbursement of futile expenses shall be limited to a total of 10% of the net invoice amount of our deliveries and services; in the event of gross negligence, to the foreseeable, typically occurring damage. This limitation of liability shall not apply if we have exceptionally assumed a procurement risk. The legal right of the contractual partner to withdraw from the contract in case of impossibility of our deliveries or services remains unaffected.

4.10. We are entitled to partial deliveries or services to an extent reasonable for the contractual partner.

4.11. If the contractual partner is culpably in default with the acceptance or taking delivery at the place of performance, the collection or the call-off of the goods - also in the case of possible partial deliveries - or if the delivery is delayed in any other way for reasons for which the contractual partner is responsible or if the contractual partner culpably violates other obligations to cooperate, we shall be entitled - without prejudice to further legal claims - to demand compensation for the damage incurred by us in this respect, including any additional expenses. We reserve the right to assert further claims.

5. Transfer of risk, insurance

5.1. If the law of sale applies to our deliveries, the risk of accidental loss or accidental deterioration shall pass to the contracting party as soon as the delivery has been handed over to the person or institution designated to collect or execute the delivery, but no later than when it leaves our works. This shall also apply to any deliveries made on the basis of a special agreement by our own vehicles or free of freight and packaging charges and also in cases in which we have assumed assembly, installation or other services at the contractual partner's premises.

5.2. In the event of default in acceptance, call-off or collection by the contractual partner or delay in our deliveries or services for reasons for which the contractual partner is responsible, the risk of accidental loss or accidental deterioration shall pass to the contractual partner at the point in time at which the contractual partner is in default or at the point in time at which the deliveries or services could have been provided in accordance with the contract if the contractual partner had acted dutifully.

5.3. At the request of the contracting party, the delivery shall be insured at its expense against theft, breakage, fire, water and transport damage as well as other insurable damage from the transfer of risk.

6. Retention of title

6.1. We retain title to the delivery ("Retained Products") until receipt of all payments arising from the business relationship with the contractual partner. The retention of title shall also extend to the acknowledged balance insofar as we book claims against the contractual partner to current account (current account retention). In the event that the contractual partner acts in breach of contract, in particular in the event of default in payment, we shall be entitled to take back the products subject to retention of title. The taking back of the products subject to retention of title by us shall constitute a withdrawal from the contract. After taking back the products subject to retention of title, we shall be entitled to realize them; the realization proceeds shall be credited against the liabilities of the contractual partner - less reasonable realization costs.

6.2. The contractual partner shall be entitled to resell the products subject to retention of title in the ordinary course of business; however, the contractual partner hereby assigns to us all claims in the amount of the final invoice amount (including value added tax) of our claims accruing to it against its customers or third parties from the resale. If the contractual partner includes the claims from a resale of the products subject to retention of title in a current account relationship existing with his customer, the current account claim shall be assigned in the amount of the recognized balance; the same shall apply to the "causal" balance in the event of the contractual partner's insolvency. The contractual partner shall be authorized to collect the assigned claims even after their assignment. Our right to collect the claims ourselves shall remain unaffected - subject to the provisions of insolvency law; however, we

undertake not to collect the claims as long as the contractual partner does not violate its contractual obligations, in particular does not duly meet its payment obligations, is not in default of payment and no application for the opening of insolvency proceedings has been filed or there is no cessation of payments. Transfer of ownership by way of security or pledging shall not be covered by the contractual partner's right of disposal.

6.3. In the event that we cease to be obligated in accordance with Section 6.2. above not to collect the receivables ourselves, we shall be entitled - subject to the provisions of insolvency law,

- revoke the right to resell the goods and to exercise our right of repossession and realization

in accordance with the provisions of Section 6.1 above and/or

- revoke the collection authorization and demand that the contractual partner inform us of the assigned claims and their debtors, provide all information required for collection, hand over the relevant documents and inform the debtors (third parties) of the assignment.

6.4. In the event of damage to or loss of the products subject to retention of title and in the event of a change of domicile or residence, the contractual partner shall notify us in writing without delay. The same shall apply in the event of seizures or other encroachments by third parties, so that we can bring an action in accordance with § 771 of the German Code of Civil Procedure (ZPO). Insofar as the third party is not in a position to reimburse us for the judicial and extrajudicial costs of an action pursuant to § 771 ZPO, the contractual partner shall be liable for the loss incurred by us. If the release of the products subject to retention of title is achieved without a lawsuit, the costs incurred in the process may also be charged to the contractual partner, as well as the costs of the repossession of the seized products subject to retention of title.

6.5. The processing or transformation of the products subject to retention of title by the contractual partner shall always be carried out for us. If the products subject to retention of title are processed with other items not belonging to us, we shall acquire co-ownership of the new item in the ratio of the value of the products subject to retention of title (final invoice amount including VAT) to the values of the other processed items at the time of processing or transformation. In all other respects, the same shall apply to the item created by processing or transformation as to the Retained Products. The contractual partner shall be granted an expectant right to the item created by processing or transformation corresponding to its expectant right to the products subject to retention of title.

6.6. If the Retained Products are inseparably mixed or combined with other items not belonging to us

If the products subject to retention of title are inseparably mixed or combined with other objects not belonging to us, we shall acquire co-ownership of the new object in the ratio of the value of the products subject to retention of title (final invoice amount including value added tax) to the values of the other mixed or combined objects at the time of mixing or combination. If the mixing or combining is carried out in such a way that the contractual partner's item is to be regarded as the main item, it shall be deemed to have been agreed that the contractual partner shall transfer co-ownership to us on a pro rata basis. The contractual partner shall keep the sole ownership or the co-ownership for us.

6.7. In the event of the resale of our products subject to retention of title after processing or transformation, the contracting party hereby assigns to us by way of security its claims for remuneration in the amount of the final invoice amount (including value added tax) of our claims. If, as a result of the processing or transformation or the mixing or combination of the Retained Products with other items not belonging to us, we have only acquired co-

ownership in accordance with the aforementioned Clause 6.5. or 6.6., the contracting party's purchase price claim shall only be assigned to us in advance in the ratio of the final amount invoiced by us for the Retained Products, including value added tax, to the final invoice amounts of the other items not belonging to us. In all other respects, Clauses 6.2. to 6.4. above shall apply mutatis mutandis to the claims assigned in advance.

6.8. If the retention of title or the assignment is not effective under foreign law in whose area our reserved products are located, the security corresponding to the retention of title and the assignment in this area of law shall be deemed agreed. If the cooperation of the contracting party is required for the creation of such rights, the contracting party shall be obliged, at our request, to take all measures necessary for the creation and maintenance of such rights.

6.9. The contractual partner shall be obliged to treat the Retained Products with care and to maintain them at its own expense; in particular, the contractual partner shall be obliged to sufficiently insure the Retained Products at its own expense against theft, robbery, burglary, fire and water damage at their replacement value. The contractual partner hereby assigns to us all insurance claims resulting therefrom with regard to the products subject to retention of title. We accept the assignment. Furthermore, we reserve the right to assert our claims for performance or damages.

6.10. We undertake to release the securities to which we are entitled at the request of the contractual partner to the extent that the realizable value of our securities exceeds the claims to be secured by more than 10%; the selection of the securities to be released shall be incumbent upon us.

7. Acceptance, termination

7.1. If the law on contracts for work and services applies to our deliveries or services, the contractual partner shall be obligated, at our discretion, to a written preliminary acceptance in our works and/or a written acceptance in its works as soon as it has been notified of the completion of the delivery item or any agreed assembly ready for operation or, in the case of any contractually agreed testing, this has taken place. Acceptance may not be refused on account of minor defects. Acceptance shall be deemed to have taken place if we have set the contractual partner a reasonable deadline for acceptance after completion of the work and the contractual partner has not refused acceptance within this deadline, stating at least one defect.

7.2. Upon acceptance, our liability for obvious defects shall cease, unless the contractual partner has reserved the right to assert such defects upon acceptance.

7.3. We may also demand the performance of partial acceptances, provided that there are no objective reasons to the contrary and this is reasonable for the contractual partner.

7.4. If the law on contracts for work and services applies to our deliveries or services, we shall have an unrestricted statutory right to terminate the contract for good cause. Our right to claim damages shall not be excluded by the termination.

8. Performance description, liability for defects

8.1. The characteristics listed in our performance descriptions comprehensively and conclusively define the properties of our deliveries and services. Unless expressly stated otherwise, the descriptions of our deliveries and services are the subject of quality agreements and not of guarantees or warranties. Declarations on our part in connection with this contract shall, in case of doubt, not contain any guarantees or assurances in the sense of an intensification of liability or assumption of a special obligation to accept responsibility. In case of doubt, only express written declarations on our part with regard to the issuance of guarantees and assurances shall be authoritative. Production and material-related phenomena, such as the presence of condensation in slats, discoloration of untreated wood or slight color deviations are technically unavoidable and do not constitute defects.

8.2. No warranty is assumed for damage due to the following reasons: unsuitable or improper use or operation, faulty assembly by the contractual partner or third parties, natural wear and tear, faulty or negligent handling, unsuitable operating materials, defective construction work, unsuitable building ground, unsuitable replacement materials, improper modifications or repair work carried out by the contractual partner or third parties without our prior approval.

8.3. The contractual partner shall have no claims based on defects in the event of only insignificant deviations from the agreed quality or in the event of only insignificant impairment of the usability of our deliveries or services.

8.4. In the case of deliveries, the contracting party's rights in respect of defects shall be subject to the condition that the contracting party has duly complied with its obligations to inspect the goods and give notice of defects pursuant to Section 377 of the German Commercial Code (HGB). After notification of a defect, we shall inform the contractual partner without delay whether the delivery or parts thereof which are the subject of the complaint are to be returned to us or whether it is necessary to wait until we collect them from the contractual partner or until they are inspected on site. We may also commission an expert and/or our subcontractors with the on-site inspection. In the event of a return shipment requested by us, the contractual partner shall use the same form of dispatch that we had selected for the shipment.

8.5. Insofar as a defect exists, we shall be entitled to choose between non-performance in the form of rectification of the defect or delivery of a new item free of defects. Should one of the two or both types of this non-performance be impossible or disproportionate, we shall be entitled to refuse it. We may also refuse non-performance as long as the contractual partner does not fulfill his payment obligations towards us to an extent corresponding to the defect-free part of the service rendered. We shall be obliged to bear all expenses necessary for the purpose of subsequent performance, in particular transport, travel, labor and material costs. If the contractual partner has installed the defective item in another item or attached it to another item in accordance with its type and intended use, we shall be obliged, within the scope of subsequent performance, to reimburse the contractual partner for the necessary expenses incurred in removing the defective item and installing or attaching the repaired or delivered defect-free item. This obligation to reimburse expenses shall apply insofar as the expenses are not increased by the fact that the delivery was taken to a place other than the place of performance, unless the transfer corresponds to the intended use. We shall also be entitled to have the defect rectified by third parties. Replaced parts become our property.

8.6. In the event of impossibility or failure of subsequent performance, culpable or unreasonable delay or serious and final refusal of subsequent performance by us or unreasonableness of subsequent performance for the contractual partner, the latter shall be entitled, at its option, either to reduce the purchase price accordingly (reduction) or to withdraw from the contract (rescission).

8.7. Insofar as these General Terms and Conditions do not contain any or no deviating provisions regarding the prerequisites and consequences of subsequent performance, reduction and withdrawal, the statutory provisions regarding these rights shall apply. The statutory provisions shall apply to the contractual partner's recourse against us for expenses incurred by him in connection with the defectiveness of a newly manufactured item.

8.8. The contractual partner's claims for damages and reimbursement of expenses in connection with defects shall be governed by the following provisions No. 8.8.1 up to and including No. 8.8.4, irrespective of the legal nature of the claim - in particular also with regard to claims for defects and breaches of duty, as well as tortious claims.

8.8.1 We shall be liable without limitation for damages in accordance with the statutory provisions:

- in case of intent;
- in case of culpable injury to life, body, health;
- in case of defects and other circumstances which have been fraudulently concealed, or
- in the case of defects, the absence of which has been guaranteed or insofar as a guarantee for the quality has been given.

8.8.2 Furthermore, we shall be liable for damages in accordance with the statutory provisions; however, our liability for damages shall be limited (except in the cases set forth in Section 8.8.1 above) to the foreseeable damage typical for the contract:

- in the event of gross negligence on the part of our legal representatives, executive employees and other vicarious agents;
- in the case of slight negligence on the part of our legal representatives, senior employees and other vicarious agents, provided that they violate essential contractual obligations (obligations whose fulfillment is essential for the proper performance of the contract and on whose fulfillment the contractual partner may regularly rely).

8.8.3. Liability under the Product Liability Act remains unaffected.

8.8.4. Unless otherwise provided for in Section 8.8. above, any further claims shall be excluded.

9. Liability for collateral duties

If, due to the fault of us, our legal representatives or our vicarious agents, the delivered item cannot be used by the contractual partner in accordance with the contract as a result of the omitted or faulty execution of proposals and consultations prior to the conclusion of the contract as well as other contractual ancillary obligations (in particular instructions for the operation and maintenance of the delivery item), the provisions of Section 8.8. above shall apply accordingly, to the exclusion of further claims by the contractual partner.

10. Total liability, withdrawal of the contracting party

10.1. The following provisions shall apply to claims of the contractual partner outside the liability for material defects. Any statutory or contractual rights and claims to which we are entitled shall neither be excluded nor limited.

10.2. For the liability for damages - subject to the separately regulated liability due to delay (clause 4.6) as well as impossibility (clause 4.8) - the regulations above clause 8.8 apply accordingly. Insofar as statutory liability applies, however, the foreseeable, typically occurring damage shall be decisive and not the damage typical for the contract. Any further liability for damages shall be excluded, irrespective of the legal nature of the asserted claim. This shall apply in particular to claims for damages in addition to performance and damages in lieu of performance due to breach of duty as well as to tortious claims for compensation for property damage pursuant to § 823 BGB.

10.3. The limitation according to Clause 10.2 shall also apply insofar as the contractual partner demands expenses.

10.4. Any fault on the part of our legal representatives and vicarious agents shall be attributed to us.

10.5. The statutory regulations on the burden of proof shall remain unaffected.

10.6. Insofar as liability towards us is excluded or limited, this shall also apply with regard to the personal liability for damages of our employees, representatives and vicarious agents.

10.7. The contractual partner may only withdraw from the contract within the framework of the statutory provisions if we are responsible for the breach of duty. In the cases of clause 8.6. (failed supplementary performance etc.) and in the case of impossibility, however, the statutory requirements shall apply; the provisions of clauses 4.5.3., 4.5.4. and 4.7. above shall apply to the contractual partner's right of withdrawal in the event of delay in our deliveries or services. In the event of a breach of duty, the contractual partner shall declare within a reasonable period of time upon our request whether it will withdraw from the contract due to the breach of duty or insist on delivery.

11. Rights to know-how and inventions

We alone shall be entitled to any secret, high-quality and advanced knowledge (know-how) as well as inventions and any industrial property rights in this respect which we have or which we have acquired during the performance of the contracts concluded with us - subject to a separate agreement or the use or application of the delivery items to which the contractual partner is entitled in accordance with the meaning and purpose of the contractual relationship.

12. Violation of the rights of third parties

We do not warrant that the use, installation or resale of the delivered goods will not infringe any third party intellectual property rights; however, we warrant that we are not aware of the existence of any such third party intellectual property rights in respect of the delivered goods.

13. Recourse against us due to product-related claims of the contractual partner

For the compensation of damages and expenses that our contractual partner has to bear or assumes in connection with in connection with the violation of product-related domestic or foreign public laws, ordinances and regulations - in particular with regard to product safety and environmental or emission regulations - on the basis of contractual or statutory obligations, we shall be liable exclusively in accordance with the statutory conditions applicable to us. Any further liability on our part shall only exist if we have expressly agreed to this in writing. Our liability for defects in accordance with the contract concluded with the contractual partner and our liability in accordance with the Product Liability Act shall remain unaffected by this.

14. Limitation

14.1. The limitation period for claims and rights due to defects in deliveries or services - irrespective of the legal grounds - shall be one year. However, this shall not apply in the cases of § 438 para. 1 no. 2 BGB (buildings, objects for buildings) and § 634 a) para. 1 no. 2 BGB (buildings or work, the success of which consists in the provision of planning or supervision services therefor). The periods specified in the above sentence 2 shall be subject to a limitation period of three years.

14.2. The limitation period pursuant to Clause 14.1. shall also apply to all claims for damages against us.

14.3. The limitation periods pursuant to Clauses 14.1 and 14.2 shall apply subject to the following proviso: The limitation periods shall generally not apply in the case of intent, fraudulent concealment of a defect or in the case of a guarantee for the quality of the goods, for claims for damages in the cases of Clauses 8.8.1, 8.8.2 and 8.8.3 as well as the statutory claims and rights of the contractual partner to recourse against us as a result of the defectiveness of an item newly manufactured by us. In this respect, the statutory limitation periods shall apply.

14.4. Unless expressly stipulated otherwise, the statutory provisions on the commencement of the limitation period, the suspension of the running of the limitation period, the suspension and the recommencement of limitation periods shall remain unaffected.

14.5. The claims for reduction and the exercise of a right of withdrawal are excluded insofar as the claim for subsequent performance is time-barred. In this case, however, the contractual partner may refuse payment of the remuneration to the extent that it would be entitled to do so on the basis of the withdrawal or reduction.

15. Assignment of claims by the contracting party

Claims against us in respect of the deliveries or services to be provided by us may only be assigned with our prior written consent.

16. Company logo, marking of the contract products

We are entitled to affix our company logo or our product labels to all contractual products.

17. Place of performance, place of jurisdiction, applicable law, intra-community acquisition, severability clause

17.1. Subject to any special agreement, the place of performance shall be exclusively our registered office.

17.2. If the contractual partner is a merchant within the meaning of the German Commercial Code, a legal entity under public law or a special fund under public law, the place of jurisdiction for all obligations arising from and in connection with the contractual relationship - also for matters relating to bills of exchange and checks - shall be our registered office or, at our discretion, the registered office of the contractual partner. The above agreement on the place of jurisdiction shall also apply to contractual partners with their registered office abroad.

17.3. All rights and obligations arising from and in connection with the contractual relationship shall be governed exclusively and without regard to conflict of laws provisions by the laws of the Federal Republic of Germany, excluding the UN Convention on Contracts for the International Sale of Goods (CISG: United Nations Convention on Contracts for the International Sale of Goods of 11 April 1980).

17.4. Should any provision in these GENERAL TERMS AND CONDITIONS or any provision within the scope of other agreements between us and the contractual partner be or become invalid, this shall not affect the validity of all other provisions or agreements.

17.5. Contractual partners from EC member states are obligated to compensate us for any damage are obliged to compensate us for any damage that we may incur

- due to tax offences committed by the contractual partner itself or
- due to false information or failure to provide information by the contractual partner regarding his circumstances relevant for taxation.

18. Use of BAC picture, sound and video recordings

- The recordings may only be used for the purpose of advertising and sales promotion.
- It is assured that the recordings will be published properly, so that no disadvantages for BAC can arise.
- No changes of any kind may be made to the recordings.
- The user is obliged to impose the obligations of this contract on any legal successors.
- If any provision is or becomes invalid or unenforceable, the remaining provisions shall not be affected thereby.

Ettlingen, August 10, 2023