

General Terms and Conditions of Sale, Delivery and Payment of Roto Frank Fenster- und Türtechnologie GmbH

(As at: 01/05/2025)

I. Scope of validity

1. These General Terms and Conditions of Sale, Delivery and Payment (T&Cs) only apply vis-à-vis companies in the performance of their commercial or independent professional activity and legal persons under public law. They apply to all business transactions between Roto Frank Fenster- und Türtechnologie GmbH (hereinafter referred to as **"Roto"** or **"we"**) and the customer, even if they are not mentioned in subsequent contracts. They apply accordingly to works and services. Instead of accepting the delivered products, acceptance of the work performed applies to work performed, and acceptance of the service applies to services.
2. Any conflicting, additional or deviating terms and conditions of the customer shall only become part of the contract if and to the extent that Roto has expressly agreed to their validity. These General Terms and Conditions shall also apply if Roto carries out a delivery to the customer without reservation, in the knowledge of the customer's conflicting, additional or deviating terms and conditions.
3. The customer's code of conduct, its supplier code of conduct and comparable documents governing the supplier's obligations, particularly with regard to human rights, environmental protection and ethics, shall not apply unless and to the extent that Roto has explicitly agreed to their application in writing. Services provided by Roto do not constitute such consent.
4. Rights to which Roto is entitled under statutory provisions or other agreements beyond these General Terms and Conditions remain unaffected.

II. Formation of a contract

1. Offers made by Roto are subject to change and non-binding.
2. Figures, drawings, weight, measurement, performance and consumption data, as well as other descriptions of the products in the documents accompanying the offer, are non-binding unless they are expressly designated as binding. They do not constitute an agreement or guarantee of the corresponding quality or durability of the products, unless they have been expressly agreed as such.
3. Roto reserves all property rights, copyrights and other intellectual property rights to all offer documents.

Such documents may not be made accessible to third parties. Upon request by Roto, the customer shall immediately return all offer documents to Roto if they are no longer required in the ordinary course of business. The same shall apply accordingly in particular to all other documents, drafts, samples, models and prototypes.

4. An order only becomes binding once it has been confirmed by Roto by means of an order confirmation or once Roto executes the order, in particular once Roto fulfils the order by dispatching the products.
5. Roto's silence in response to offers, orders, requests or other declarations made by the customer shall only be deemed consent if this has been agreed in advance.
6. If the financial circumstances of the customer deteriorate significantly or if a substantiated application to initiate insolvency proceedings or comparable proceedings against the customer's assets is rejected due to lack of assets, Roto shall be entitled to withdraw from the contract in whole or in part.

III. Prices and payment

1. Our prices are quoted in EUR plus VAT at the applicable rate. We charge the prices agreed upon formation of the contract, which are based on the cost factors valid at that time.
2. Payment of the purchase price must be made exclusively to the bank account specified on the order confirmation or otherwise designated by us. The deduction of discounts is only permitted with a separate written agreement and only if the customer is not in arrears with payment obligations to Roto.
3. Unless otherwise agreed, the purchase price is due within 14 days of invoicing and is payable without deduction. The date of receipt of payment shall be the date on which Roto has access to the amount or the amount is credited to our bank account. If the customer is in default of payment, Roto shall be entitled to charge interest at a rate of nine percentage points above the respective base rate for the duration of the default. This does not limit the right to assert further claims for compensation.
4. The customer shall only be entitled to offset or withhold payments if their counter-claim has been recognised in writing by Roto or has been legally established. This restriction shall not apply in the case of claims by the customer for costs incurred in remedying defects or completing work.
5. If, after entering into the contract, it becomes apparent that our claim for payment is at risk due to the customer's inability to pay, we may refuse performance and grant the customer a reasonable period of time in which to pay for the delivery or to provide security.

If the customer refuses or if the deadline expires without success, we shall be entitled to withdraw from the contract and demand compensation.

IV. Scope of delivery, changes to products

The scope of delivery shall be determined by Roto's order confirmation. Changes to the scope of delivery by the customer require confirmation from Roto to be effective. We reserve the right to make changes to the design and shape of the products, provided that these changes are customary in the industry, fall within DIN tolerances, or are not significant and are reasonable for the customer. The same shall apply accordingly to the choice of raw material, specification and design.

V. Delivery time and delivery conditions

1. The delivery time agreed between the parties and specified in the order confirmation shall apply. A confirmed delivery date is subject to correct, complete and timely delivery to Roto, unless Roto is responsible for the reason for the incorrect self-delivery. Roto is entitled to withdraw from the contract in the event of incorrect self-delivery. Roto shall inform the customer immediately if Roto exercises its right of withdrawal and shall refund any advance payments made by the customer.
2. The standard delivery time varies depending on the product and can be requested from Roto. Shorter delivery times may be agreed between the parties, usually against reimbursement of additional costs.
3. The delivery period shall commence upon formation of the contract, but not before the customer has provided all necessary documentation, all technical questions have been clarified, and an agreed advance payment has been received or, in the case of international transactions, full payment has been received. In the case of a delivery date, the delivery date shall be postponed appropriately if the customer fails to provide the documents to be provided by them in good time, if not all technical questions have been clarified in full in good time, or if the agreed advance payment or, in the case of a foreign transaction, the full payment, has not been received in full by Roto. Compliance with the delivery time is subject to the timely and proper fulfilment of the customer's other obligations.
4. The delivery time is deemed to have been met if, by the time it expires, the products leave the factory or Roto has notified the customer that they are ready for collection or dispatch.
5. In the event of a delay in delivery, the customer is entitled to withdraw from the contract after the expiry of a reasonable grace period that it has set for Roto after the delay in delivery has occurred.
6. Delivery of an order with a net goods value of up to €1,500.00 is subject to a charge ex works (EXW). For orders with a net value of goods exceeding €1,500.00, we deliver carriage paid (CPT). Export deliveries are made free at German frontier (DAF). Incoterms 2020 apply. We reserve the right to choose the shipping methods, unless otherwise agreed in writing in individual cases. The customer shall pay any additional costs incurred by it, in particular for returns, incorrect orders, shipping methods requested by the customer and for deliveries to a different address.
7. In the case of cross-border deliveries, the customer must submit all declarations and take all actions necessary for export from Germany and import into the country of destination to the competent authorities in good time. In particular, to obtain the documents required for customs clearance and to comply with any export control requirements or other restrictions on marketability. Deliveries are subject to the proviso that there are no obstacles to fulfilment due to national or international regulations, in particular export control provisions, as well as embargoes or other sanctions. Delays due to export controls extend delivery times accordingly, and delivery dates are postponed appropriately.
8. If the transport company returns the shipped goods to us because delivery to the customer was not possible, the customer shall bear the costs of the unsuccessful shipment.
9. We only deliver in Roto packaging units. If an order is placed for less than one packaging unit, we shall charge a minimum quantity surcharge of €5.00 plus VAT per item with a partial packaging unit. Partial deliveries are permitted and may be invoiced separately. The customer shall have no right to demand that their order be delivered in a single shipment.
10. Within a tolerance of 5% of the total order quantity, excess or short deliveries due to production and packaging are permissible (in the "bulk goods" sector, production and packaging-related tolerances of +/-10% are required).
11. We deliver to businesses in transport packaging that we have registered accordingly. If one of our business partners delivers to an end consumer, the business partner must independently obtain a licence for the disposal and recycling of the transport packaging.
12. All carriage paid deliveries are insured under our transport insurance. Any insurance beyond this is the responsibility of the customer. Any transport damage must be reported to the transport company and Roto immediately upon receipt of the goods.

VI. Returns

Unless we are under warranty obligation, returns are only permitted with our prior written consent. We are entitled to deduct expenses for goods inspection, repackaging or, if necessary, surface treatment from our credit note. We reserve the right to claim higher actual damages. The sender shall bear the costs of the return transport.

VII. Transfer of risk

1. The risk of accidental damage to and accidental deterioration of the goods shall be transferred to the customer upon handover of the goods to the customer, or in the case of sale by delivery to a place other than the place of performance, upon handover of the goods to the freight forwarder, the carrier or any other person or company tasked with carrying out the shipment.
2. The handover shall be deemed to have taken place if the customer is in default of acceptance.

VIII. Claims for defects

1. The customer's rights in respect of defects presuppose that it has inspected the delivered products immediately after delivery and has notified Roto in writing of any obvious defects immediately, at the latest two weeks after delivery of the products. Hidden defects must be reported to Roto in writing immediately after their discovery. The customer must describe the defects in writing in its notification to Roto. The customer must also comply with the specifications, information, guidelines and conditions in the technical information, assembly instructions, user manuals and operating instructions and other documents for the individual products during the planning, construction, assembly, connection, installation, commissioning, operation and maintenance of the products, in particular by carrying out and documenting maintenance properly and using the recommended components. Claims for defects arising from a breach of this obligation are excluded.
2. In the event of product defects, Roto shall be entitled, at its own discretion, to remedy the defect or deliver a defect-free product. In the event of subsequent performance, Roto undertakes to bear all expenses necessary for the purpose of subsequent performance, in particular transport, travel, labour and material costs. Personnel and material costs claimed by the customer in this context shall be calculated on a cost basis. Parts which have been replaced shall become the property of Roto and must be returned to Roto.
3. If Roto is unwilling or unable to provide subsequent performance, the customer may, without prejudice to any claims for damages or reimbursement of expenses, withdraw from the contract or reduce the delivery price at its discretion. The same applies if the subsequent performance fails, is unacceptable for the customer or, for reasons for which Roto is responsible, is delayed beyond a reasonable period of time.

4. The customer's right to withdraw is excluded if the customer is unable to return the service received and this inability is not due to the fact that the return is impossible due to the nature of the service received, is due to reasons attributable to Roto, or if the defect only became apparent during the processing or conversion of the products. The right to withdraw is also excluded if Roto is not responsible for the defect and if the customer is required to pay compensation instead of returning the service.
5. No claims for defects shall arise for defects resulting from natural wear and tear, in particular in the case of wearing parts, improper handling, assembly, use or storage, or improperly carried out modifications or repairs to the products by the customer or third parties. The same applies to defects that are attributable to the customer or that are due to a technical cause other than the original defect.
6. Claims by the customer for reimbursement of expenses instead of compensation in lieu of performance are excluded, unless the expenses would also have been incurred by a reasonable third party.
7. Roto does not provide any guarantees, in particular no guarantees regarding quality or durability, unless otherwise agreed in writing in individual cases.
8. The limitation period for the customer's claims for defects is one year, unless a consumer goods purchase (end customer is a consumer) takes place at the end of the supply chain and Roto is liable for the claims for defects by way of recourse of the entrepreneur. If the defective products have been used in accordance with their normal use for a building and have caused a defect in the latter, or if the defect concerns a building, the limitation period shall be five years. The limitation period of one year also applies to claims arising from unlawful acts that are based on a defect in the products. The limitation period commences upon delivery of the products. The limitation period of one year does not apply to Roto's unlimited liability for damages resulting from the breach of a warranty or from loss of life, physical injury or damage to health, for intent and gross negligence, and for product defects or insofar as Roto has assumed a procurement risk. A statement by Roto regarding a claim for defects asserted by the customer shall not be regarded as entering into negotiations regarding the claim or the circumstances giving rise to the claim, provided that Roto rejects the claim for defects in its entirety.

IX. Roto's liability

1. Roto shall be liable without limitation for damages resulting from the breach of a warranty or from loss of life, physical injury or damage to health. The same applies to malicious intent and gross negligence or insofar as Roto has assumed responsibility for the procurement risk. Roto shall only be liable for slight negligence if essential obligations arising from the

nature of the contract and which are of particular importance for achieving the purpose of the contract have been breached. In the event of a breach of such obligations, delay or impossibility, Roto's liability shall be limited to such damages as are typically to be expected within the framework of this contract. Mandatory statutory liability for product defects shall remain unaffected.

2. Insofar as Roto's liability is excluded or limited, this also applies to the personal liability of Roto's employees, workers, staff, representatives and vicarious agents.

X. Product liability

1. The customer shall not modify the products; in particular, it shall not modify or remove any existing warnings about the dangers of improper use of the products. In the event of a culpable breach of this obligation, the customer shall indemnify Roto within the internal relationship against product liability claims by third parties, insofar as such claims are based on the modification of the products.
2. If Roto is compelled to issue a product recall or warning due to a product defect, the customer shall cooperate to the best of its ability with the measures that Roto deems necessary and appropriate and shall support Roto in this regard, in particular in determining the necessary customer data. The customer is obliged to bear the costs of the product recall or warning, unless it is not responsible for the product defect and the damage incurred under the principles of product liability law. Further claims by Roto shall remain unaffected.
3. The customer shall immediately inform Roto in writing of any risks it becomes aware of in connection with the use of the products and any possible product defects.

XI. Force majeure

1. If Roto is prevented from fulfilling its contractual obligations, in particular the delivery of products, due to force majeure, Roto shall be released from its obligation to perform for the duration of the hindrance and for a reasonable start-up period without being obliged to pay compensation to the customer. The same applies if Roto is prevented from fulfilling its obligations due to unforeseeable circumstances for which Roto is not responsible, in particular due to a labour dispute, official measures, energy shortage, delivery obstacles at a supplier or significant operational disruptions. This also applies if these circumstances occur at a subcontractor. This also applies if Roto is already in default. Insofar as Roto is released from its delivery obligation, Roto shall refund any advance payments made by the customer.

2. Roto shall be entitled to withdraw from the contract after a reasonable period of time if such an obstacle persists for more than four months and Roto no longer has any interest in fulfilling the contract as a result of the obstacle. At the request of the customer, Roto shall declare, after expiry of this period, whether Roto will exercise its right to withdraw or deliver the products within a reasonable period.

XII. Retention of title

1. The delivered products shall remain the property of Roto until full payment of the delivery price as well as all receivables due to Roto from the customer based on the business relationship. The customer is obliged to treat the products subject to retention of title with care for the duration of the retention of title. In particular, the customer is obliged to insure the products at its own expense against fire and water damage and theft at their replacement value. The customer must provide evidence of insurance cover at Roto's request. The customer hereby assigns all compensation claims arising from this insurance to Roto. Roto hereby accepts this assignment. If the assignment is not permissible, the customer hereby instructs the insurer to make any payments only to Roto. Further claims by Roto shall remain unaffected.
2. The customer may only sell products subject to retention of title in the ordinary course of business. Furthermore, the customer is not entitled to pledge the products subject to retention of title, to assign them as security or to make any other disposals that jeopardise Roto's ownership. In the event of seizures or other interventions by third parties, the customer must notify Roto immediately in writing and provide it with all necessary information, inform the third parties of Roto's ownership rights and cooperate with Roto's measures to protect the products subject to retention of title. If the third party is unable to reimburse Roto for the judicial and extra-judicial costs incurred in enforcing Roto's property rights, the customer shall be obliged to compensate Roto for the resulting loss, unless the customer is not responsible for the breach of obligation.
3. The customer hereby assigns to Roto all receivables arising from the resale of the products, including all ancillary rights, irrespective of whether the products subject to retention of title are resold without or after processing. Roto hereby accepts this assignment. If the assignment is not permissible, the customer hereby instructs the third-party debtor to make any payments only to Roto. The customer is revocably authorised to collect the receivables assigned to Roto on a fiduciary basis for Roto in its own name. The amounts collected shall be paid to Roto without delay.

Roto may revoke the customer's collection authorisation and the customer's authorisation to resell for good cause, in particular if the customer does not properly meet its payment obligations to Roto, falls into arrears, suspends payments or if the customer applies for the opening of insolvency proceedings or comparable proceedings for the settlement of debts relating to the customer's assets, or if a justified application by a third party for the opening of insolvency proceedings or comparable proceedings for the settlement of debts relating to the customer's assets is rejected due to lack of assets. In the event of a general assignment by the customer, the claims assigned to Roto shall be expressly excluded. At Roto's request, the customer is obliged to inform the third-party debtor of the assignment without delay and to provide Roto with the information and documents necessary for collection.

4. In the event of conduct in breach of contract, in particular in the event of default in payment by the customer, Roto shall be entitled, without prejudice to its other rights, to withdraw from the contract after expiry of a reasonable grace period set by Roto. The customer must grant Roto or its agents immediate access to the products subject to retention of title and surrender them. After giving appropriate notice in good time, Roto may otherwise dispose of the products subject to retention of title in order to satisfy any claims against the customer that are due.
5. Any processing or conversion of the goods subject to retention of title by the customer shall always be carried out on behalf of Roto. If the goods subject to retention of title are processed with other items that do not belong to Roto, Roto shall acquire co-ownership of the new item in proportion to the value of the goods subject to retention of title (final invoice amount including VAT) to the other processed items at the time of processing. In all other respects, the same shall apply to the new item created by processing as to the goods subject to retention of title.
6. If the goods subject to retention of title are inseparably combined or mixed with other items not belonging to Roto, Roto shall acquire co-ownership of the new item in proportion to the value of the goods subject to retention of title (final invoice amount including VAT) to the other combined or mixed items at the time of combination or mixing. If the goods subject to retention of title are combined or mixed in such a way that the customer's item is to be regarded as the main item, the customer and Roto hereby agree that the customer shall transfer pro-rata co-ownership of this item to Roto. Roto accepts this transfer. The customer shall safeguard the resulting sole ownership or co-ownership of an item for Roto.

7. At the request of the customer, Roto shall release any securities it holds to the extent that the realisable value of the securities exceeds Roto's claims arising from the business relationship with the customer by more than 15%, taking into account the downward valuation adjustment typically used by banks. Such valuation shall be based on the invoice value of the products subject to retention of title and on the nominal value of receivables. The selection of items to be released is the sole responsibility of Roto.
8. For 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 Roto a corresponding security interest. If further measures are necessary for this purpose, the customer shall do everything in its power to grant Roto such a security interest without delay. The customer shall cooperate in all measures necessary and conducive to the effectiveness and enforceability of such security interests.

XIII. Confidentiality

1. The parties are obliged to keep confidential all information made available to them that is designated as confidential or is recognisable as a business or trade secret under other circumstances for a period of five years from delivery and, unless required for the business relationship, not to record, pass on or exploit it.
2. The confidentiality obligation shall not apply if the information was already generally known or generally accessible to the receiving party prior to the commencement of the contractual relationship or became generally known or accessible through no fault of the receiving party. The burden of proof lies with the receiving party.
3. The parties shall ensure, through appropriate contractual agreements with their employees and agents, in particular their freelancers and contractors working for them, as well as service providers, that they also refrain from any use, disclosure or unauthorised recording of such business and trade secrets for a period of five years from delivery.

XIV. Data protection

1. The parties are obliged to observe the statutory provisions on data protection, in particular the EU General Data Protection Regulation ("GDPR") in the execution of the contract and to require their employees to comply with these provisions.
2. The parties shall process the personal data received (names and contact details of the respective contact persons) exclusively for the purpose of fulfilling the contract and shall protect it by means of security measures (Article 32 GDPR) that are adapted to the current state of the art. The parties are obliged to delete personal data as soon as its processing is no longer necessary. Any statutory retention obligations remain unaffected by this.



3. If the customer processes personal data on behalf of Roto in connection with performance of the contract, the parties shall enter into an agreement on commissioned data processing in accordance with Article 28 GDPR.

XV. Final provisions

1. The transfer of rights and obligations of the customer to third parties is only possible with the prior written consent of Roto.
2. The customer may only assert a right of retention if its counterclaim is based on the same contractual relationship.
3. The legal relationship between the customer and Roto shall be governed by the law of the Federal Republic of Germany with the exclusion of the United Nations Convention on Contracts concerning the International Sale of Goods (CISG).
4. If the customer 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 exclusive place of jurisdiction for all disputes arising from the business relationship between Roto and the customer shall be the registered office of Roto. Roto is also entitled to bring legal action at the customer's place of business and at any other admissible place of jurisdiction. Arbitration clauses are objected to.
5. Unless otherwise agreed, the place of performance for all services provided by the customer and Roto shall be the registered office of Roto.
6. The contract language is German.