

## General Terms and Conditions of Business

### § 1 Scope

(1) All deliveries, services, and offers of Multifilm GmbH (hereinafter referred to as the "Seller") are made exclusively on the basis of these General Terms and Conditions of Delivery. These terms are an integral part of all contracts concluded by the Seller with its contractual partners (hereinafter also referred to as the "Client") regarding the deliveries or services offered by the Seller. They also apply to all future deliveries, services, or offers to the Client, even if not expressly agreed upon again.

(2) Terms and conditions of the Client or third parties shall not apply, even if the Seller does not explicitly object to their validity in individual cases. Even if the Seller refers to a letter that contains or refers to the Client's or a third party's terms and conditions, this does not constitute agreement to their application.

### § 2 Conclusion of Contract

(1) The Seller is a company that manufactures sun and glare protection systems for windows and facades. To this end, the Client provides the Seller with the necessary information using the order form made available by the Seller, or a representative of the Seller measures the necessary dimensions on site. Based on this, the Seller issues an order confirmation that contains all contractually relevant data. The Seller then sends this order confirmation to the Client. If the Client does not object to the order confirmation immediately upon receipt, the contract is deemed concluded based on the content of the order confirmation. All offers made by the Seller are non-binding and subject to change unless explicitly marked as binding or include a specific acceptance period.

(2) The Client is responsible for the accuracy of the data entered on the order form; the Seller does not carry out a check for correctness and completeness. Therefore, any defective manufacturing resulting from incorrect information provided by the Client does not constitute a defect. This does not apply if a representative of the Seller incorrectly measured and transmitted the dimensions to the Seller.

(3) Production of the goods ordered by the Client begins immediately after the contract is concluded. Should the Client request changes after the conclusion of the contract, the Seller reserves the right to charge the Client for any resulting additional costs.

(4) The sole authoritative basis for the legal relationship between the Seller and the Client is the written order confirmation, including these General Terms and Conditions of Delivery. This document fully reflects all agreements between the contracting parties concerning the subject matter of the contract. Verbal promises made by the Seller before the conclusion of this contract are not legally binding, and verbal agreements between the parties are replaced by the written contract unless explicitly agreed otherwise.

(5) Additions and amendments to the agreements made, including these General Terms and Conditions of Delivery, must be made in writing to be effective. With the exception of managing directors or authorized signatories (Prokuristen), the Seller's employees are not authorized to make verbal agreements that deviate from the written contract. Transmission via telecommunications, especially by fax or email, is sufficient to comply with the written form requirement.

(6) The Seller's information regarding the subject of the delivery or service (e.g., weights, dimensions, utility values, load capacity, tolerances, and technical data), as well as representations (e.g., drawings and illustrations), are only approximately authoritative unless precise conformity is required for the contractually intended use. They are not guaranteed characteristics but descriptions or identifications of the delivery or service. Commercially customary deviations and deviations due to legal regulations or technical improvements, as well as the replacement of components with equivalent parts, are permissible as long as they do not impair the usability for the contractually intended purpose.

(7) The Seller retains ownership or copyright of all offers and cost estimates submitted by him, as well as drawings, illustrations, calculations, brochures, catalogs, models, tools, and other documents and resources provided to the Client. The Client may not make these items accessible to third parties either as such or in terms

of content, disclose them, use them themselves or through third parties, or reproduce them without the Seller's express consent. These items must be returned to the Seller in full and any copies destroyed immediately if they

are no longer needed in the ordinary course of business or if negotiations do not lead to the conclusion of a contract. The only exception is the storage of electronically provided data for customary data backup purposes.

### **§ 3 Prices and Payment**

(1) The prices apply to the scope of delivery and services specified in the order confirmations. Additional or special services will be charged separately. Prices are in euros (EUR), ex works, plus packaging, statutory VAT, and—in the case of export deliveries—customs duties, fees, and other public charges.

(2) If the agreed prices are based on the Seller's price lists and delivery is scheduled to take place more than four months after the conclusion of the contract, the Seller's current price list at the time of delivery shall apply (less any agreed fixed or percentage discount).

(3) Invoice amounts are to be paid within thirty days without any deduction, unless otherwise agreed in writing. The date of payment is deemed to be the date on which the payment is received by the Seller. Payment by check is excluded unless expressly agreed upon in individual cases. If the Client fails to make payment when due, the outstanding amounts shall bear interest at a rate of 9% p.a. from the due date. The right to claim higher interest and additional damages in the event of default remains unaffected.

(4) For orders with a volume between EUR 25,000 and EUR 75,000, the Client must pay one third of the total price at the time of order and the remainder within 30 days of delivery, as the Seller must produce custom-made goods in advance. This also applies to order volumes exceeding EUR 75,000; in such cases, the Seller is entitled to demand a bank guarantee covering two-thirds of the total price before delivery.

(5) Offsetting with counterclaims of the Client or withholding payments due to such claims is only permissible if the counterclaims are undisputed or legally established, or if they arise from the same order under which the relevant delivery was made.

(6) The Seller is entitled to make outstanding deliveries or services only against advance payment or provision of security if, after conclusion of the contract, circumstances become known that significantly reduce the Client's creditworthiness and jeopardize payment of the Seller's outstanding claims by the Client from the respective contractual relationship (including other individual orders under the same framework agreement).

### **§ 4 Delivery and Delivery Time**

(1) Deliveries are made ex works.

(2) Any deadlines and dates for deliveries and services indicated by the Seller are always approximate unless a fixed deadline or date has been expressly promised or agreed upon. If shipment has been agreed, delivery deadlines and dates refer to the time of handover to the carrier, freight forwarder, or other third party commissioned with the transport, unless expressly stated otherwise.

(3) Without prejudice to the Seller's rights arising from default on the part of the Client, the Seller may demand an extension of delivery or performance deadlines or a postponement of delivery or performance dates for the period during which the Client does not fulfill their contractual obligations toward the Seller.

(4) The Seller is not liable for the impossibility of delivery or for delays in delivery to the extent that they are caused by force majeure or other events that were not foreseeable at the time the contract was concluded (e.g. operational disruptions of any kind, difficulties in procuring materials or energy, transport delays, strikes, lawful lockouts, labor, energy or raw material shortages, difficulties in obtaining necessary official permits, pandemics or epidemics, government actions, or the failure, incorrect, or delayed delivery by suppliers despite a congruent covering transaction concluded by the Seller), and which the Seller is not responsible for. If such events make delivery or performance significantly more difficult or impossible and the hindrance is not only of temporary

duration, the Seller is entitled to withdraw from the contract. In the case of temporary hindrances, the delivery or performance deadlines are extended, or the delivery or performance dates are postponed by the duration of the hindrance plus a reasonable lead time. If, due to the delay, acceptance of the delivery or service is unreasonable for the Client, the Client may withdraw from the contract by making an immediate written declaration to the Seller.

(5) The Seller is only entitled to make partial deliveries if

- the partial delivery can be used by the Client for the contractual intended purpose,
- the delivery of the remaining ordered goods is ensured, and
- the Client does not incur significant additional effort or extra costs as a result (unless the Seller agrees to bear these costs).

(6) If the Seller is in default with a delivery or service, or if a delivery or service becomes impossible for any reason, the Seller's liability for damages is limited in accordance with § 8 of these General Terms and Conditions of Delivery.

(7) Our delivery obligations lapse without replacement to the extent that legal prohibitions exist for the export of the ordered goods under national or international laws.

## **§ 5 Place of Performance, Shipping, Packaging, Transfer of Risk, Acceptance**

(1) The place of performance for all obligations arising from the contractual relationship is Limbach-Oberfrohna, unless otherwise specified. If the Seller also owes installation, the place of performance is the location where the installation is to be carried out.

(2) The mode of shipment and packaging shall be at the Seller's reasonable discretion. The prices stated in price lists and catalogs are exclusive of packaging and plus VAT at the applicable legal rate.

(3) The prices stated in the order confirmation include the necessary packaging or protection to prevent damage to the delivery item under normal transport conditions to the contractual destination. Special packaging beyond the necessary standard packaging will be charged additionally.

(4) The prices stated in the Seller's price lists and catalogs are exclusive of packaging and plus VAT at the applicable legal rate.

(5) If shipment of the goods has been agreed and the Seller is not responsible for transport or installation, the risk passes to the Client no later than upon handover of the delivery item (the start of the loading process being decisive) to the carrier, freight forwarder, or other third party designated to carry out the shipment. This also applies if the Seller bears the transport costs. If shipment or handover is delayed due to a circumstance caused by the Client, the risk passes to the Client from the day the goods are ready for shipment and the Seller has notified the Client.

(6) The Seller always takes out transport insurance at the Client's expense. The Client may decline transport insurance at their own risk.

(7) Storage costs incurred after the transfer of risk shall be borne by the Client. In the case of storage by the Seller, the storage costs shall amount to 0.25% of the invoice amount of the stored items per elapsed week. The right to assert and prove higher or lower storage costs remains reserved.

(8) Where formal acceptance is required, the goods are deemed accepted if:

- Delivery and, if applicable, installation (if owed by the Seller) are completed,
- The Seller has notified the Client of this and requested acceptance, explicitly referencing the acceptance presumption under this § 5 (8),

- 12 working days have passed since delivery or installation, or the Client has begun to use the goods (e.g., the delivered system has been put into operation), and in that case, 12 working days have also passed since delivery or installation, and
- The Client has not declared acceptance within this period for any reason other than a defect reported to the Seller that makes use of the goods impossible or significantly impairs it.

## **§ 6 Warranty, Material Defects**

(1) The warranty period is one year from delivery or, if acceptance is required, from acceptance. This period does not apply to damage claims by the Client due to injury to life, body, or health or from intentional or grossly negligent breach of duty by the Seller or its agents, which are subject to statutory limitation periods. Longer limitation periods mandated by law (e.g., § 438(1)(2) BGB for buildings and building materials, § 479(1) BGB for recourse claims, and § 634a(1) BGB for construction defects) remain unaffected.

(2) The delivered items must be inspected carefully and promptly after delivery to the Client or a third party designated by the Client. With respect to obvious defects or defects that would have been discovered through prompt and thorough inspection, the items are deemed accepted unless the Seller receives a written notice of defect within seven working days of delivery. For other defects, the items are deemed accepted unless the Seller receives written notice of defect within seven working days of the date the defect is discovered. If the defect was already apparent at an earlier time during normal use, that earlier time determines the start of the notice period. Upon request, the defective item must be returned to the Seller freight-free. If the complaint is justified, the Seller will reimburse the cost of the most economical shipping method. This does not apply if the item is located at a place other than the intended place of use, thereby increasing the cost.

(3) In the case of material defects, the Seller is entitled and obliged, at its discretion made within a reasonable period, to either repair the defect or deliver a replacement. If the remedy fails—i.e., if repair or replacement is impossible, unreasonable, refused, or unreasonably delayed—the Client may withdraw from the contract or reduce the purchase price.

(4) If the defect is due to the Seller's fault, the Client may claim damages under the conditions stated in § 8.

(5) For defects in parts from other manufacturers that the Seller cannot remedy due to licensing or factual reasons, the Seller may, at its discretion, assert warranty claims against the manufacturers and suppliers for the Client's account or assign them to the Client. Warranty claims against the Seller for such defects exist only if legal action against the manufacturer or supplier was unsuccessful or, e.g., due to insolvency, would be futile. During any legal dispute, the limitation period for the Client's warranty claims against the Seller is suspended.

(6) Warranty is void if the Client modifies the item or allows it to be modified by third parties without the Seller's consent, and if such modification makes remedying the defect impossible or unreasonably difficult. In any case, the Client bears the additional costs of remedying defects resulting from the modification.

(7) In the case of the delivery of used goods agreed upon individually with the Client, any warranty for material defects is excluded.

(8) No warranty claims exist for minor deviations from the agreed quality, minor impairment of usability, natural wear and tear, or damages arising after the transfer of risk due to improper or negligent handling, excessive use, unsuitable operating resources, defective construction work, unsuitable foundation, or special external influences not assumed under the contract. If the Client or third parties improperly carry out assembly, maintenance, or modification work, no warranty claims apply for these actions or the resulting consequences.

(9) Warranty claims are excluded for defects based on materials supplied by the Client or on designs prescribed by the Client. Furthermore, no warranty applies for material and/or manufacturing defects in components from suppliers for which the Seller is not responsible or which are not detectable during production, and whose potential occurrence is known to the Client due to their familiarity with the product. This applies especially to tensions in the shading materials used.

## **§ 7 Intellectual Property Rights**

(1) The Seller warrants, in accordance with this § 7, that the delivered goods are free from third-party industrial property rights or copyrights. Each contracting party shall immediately notify the other party in writing if any claims are asserted against them for the infringement of such rights.

(2) If the delivered goods infringe an industrial property right or copyright of a third party, the Seller shall, at its discretion and at its own expense, either modify or replace the goods so that no third-party rights are infringed, while ensuring that the goods continue to fulfill the contractually agreed functions, or procure a license for the Client to use the product through an agreement with the third party. If the Seller fails to do so within a reasonable period, the Client is entitled to withdraw from the contract or reasonably reduce the purchase price. Any claims for damages by the Client are subject to the limitations set out in § 8 of these General Terms and Conditions of Delivery.

(3) In the case of legal violations by products supplied by other manufacturers, the Seller shall, at its discretion, assert claims against the manufacturers and upstream suppliers on behalf of the Client or assign such claims to the Client. Claims against the Seller in such cases exist under the conditions of this § 7 only if the legal enforcement of the aforementioned claims against the manufacturers and suppliers was unsuccessful or, for example due to insolvency, would be futile.

## **§ 8 Liability for Damages Due to Fault**

(1) The Seller's liability for damages—regardless of the legal basis, especially for impossibility, delay, defective or incorrect delivery, breach of contract, breach of obligations during contract negotiations, and tort—is limited under the provisions of this § 8, insofar as fault is relevant in each case.

(2) The Seller is not liable for simple negligence by its governing bodies, legal representatives, employees, or other agents, unless it concerns the breach of essential contractual obligations. Essential contractual obligations are those whose fulfillment is necessary for the proper execution of the contract and which the Client may regularly rely on being observed—such as the obligation to deliver and install the product on time, the absence of legal and material defects that significantly impair usability or functionality, and advisory, protective, and custodial duties intended to enable the contractual use of the goods or to protect the Client's personnel or property from significant harm.

(3) If the Seller is liable for damages under § 8 (2), such liability is limited to damages that the Seller could have foreseen as a possible consequence of a contractual breach at the time the contract was concluded, or that should have been foreseen using customary care. Indirect damages and consequential damages resulting from defects in the goods are also only compensable if such damages are typically to be expected during normal use of the goods. These limitations in paragraph 3 do not apply in cases of intentional or grossly negligent conduct by the Seller's executive bodies or senior management.

(4) In cases of liability for simple negligence, the Seller's liability for property damage and resulting financial losses is limited to a maximum of 5% of the order value per damage event, even if essential contractual obligations have been breached.

(5) The above exclusions and limitations of liability also apply to the benefit of the Seller's governing bodies, legal representatives, employees, and other agents.

(6) If the Seller provides technical advice or services, and these do not belong to the contractually agreed scope of performance, such services are rendered free of charge and without any liability.

(7) The limitations of this § 8 do not apply to the Seller's liability for intentional conduct, for guaranteed product characteristics, for injury to life, body, or health, or under the German Product Liability Act (Produkthaftungsgesetz).

## **§ 9 Retention of Title**

- (1) The retention of title agreed below serves to secure all current and future claims of the Seller against the Client arising from their business relationship concerning deliveries (including any balance claims from a current account relationship limited to this supply relationship).
- (2) The goods delivered by the Seller to the Client remain the property of the Seller until full payment of all secured claims. These goods, as well as any goods that replace them in accordance with the following provisions and are also subject to retention of title, are referred to as "retained goods."
- (3) The Client shall store the retained goods free of charge on behalf of the Seller.
- (4) The Client is entitled to process and sell the retained goods in the ordinary course of business until the realization event (para. 9) occurs. Pledges and transfers by way of security are not permitted.
- (5) If the retained goods are processed by the Client, it is agreed that such processing is carried out on behalf of and for the account of the Seller as the manufacturer, and that the Seller acquires ownership—or, if processing involves materials from multiple owners or the processed item is of greater value than the retained goods, co-ownership (fractional ownership)—of the newly created item in proportion to the value of the retained goods to the value of the newly created item. If the Seller does not acquire such ownership, the Client already now assigns to the Seller, as security, any future ownership or—proportionally as above—co-ownership of the newly created item. If the retained goods are combined or inseparably mixed with other items to form a single item, and one of those items is to be regarded as the main item, the party that owns the main item shall transfer proportionate co-ownership of the unified item to the other party in the ratio set out above.
- (6) In the event of resale of the retained goods, the Client hereby assigns to the Seller, by way of security, the resulting claim against the buyer—if the Seller has co-ownership in the retained goods, then proportionally according to the co-ownership share. The same applies to any other claims that take the place of the retained goods or otherwise arise in connection with the retained goods, such as insurance claims or claims arising from tort in case of loss or destruction. The Seller revocably authorizes the Client to collect the claims assigned to the Seller in its own name. The Seller may revoke this collection authorization only in the realization event.
- (7) If third parties gain access to the retained goods—particularly through seizure—the Client must immediately inform them of the Seller's ownership and notify the Seller so that the Seller can assert its ownership rights. If the third party is unable to reimburse the Seller for the resulting judicial or extrajudicial costs, the Client shall be liable.
- (8) The Seller shall release the retained goods as well as any items or claims replacing them upon request, to the extent their value exceeds the secured claims by more than 50%. The Seller has the right to choose which items will be released.
- (9) If the Seller withdraws from the contract due to the Client's breach of contract—especially default in payment (realization event)—the Seller is entitled to demand the return of the retained goods.

## **§ 10 Special Provisions for Film Installation**

- (1) The prices quoted by the Seller are quantity-based. Invoicing is based on the actual measured area. The prices include delivery and installation of films as well as cleaning of normally soiled window panes. For over- or under-performance, the square meter price will be adjusted according to the valid price list. Surcharges apply to atypically shaped windows: triangular surfaces and round windows are subject to a 25% surcharge; semi-circular and trapezoidal windows are calculated as the largest width multiplied by the largest height. Window surfaces with one side shorter than 50 cm incur a 12% surcharge; if both sides are shorter than 50 cm, a 25% surcharge applies. For areas smaller than 0.01 sqm, billing is based on actual effort.
- (2) Additional work beyond the offered scope will be billed based on time and effort. This includes, for example: removing stickers from window panes, disassembling and reassembling blinds, glazing beads, removing window sashes, and removing objects in front of the window areas.
- (3) Any scaffolding or lifting platforms required must be provided by the Client. If not, the Seller can procure them and charge the associated costs.



(4) § 6 (Warranty) applies with the following deviation: the Seller provides a five-year warranty for films installed inside and a two-year warranty for films installed outside, specifically regarding functionality and durability in terms of peeling, cracking, and UV stability.

(5) Specially insulated glass panes and wired glass panes may only be coated from the outside using tinted films. Laminated safety glass (VSG) must not be coated with absorbing films. Therefore, the Client is required to inform the Seller in writing, at the time of order placement, whether such types of glass are present. If this information is not provided, the Client cannot assert any warranty or compensation claims in the event of damage.

(6) Due to manufacturing conditions, it cannot be entirely ruled out that dust and dirt particles in the air may become trapped between the film and the glass. With thicker films, it is also normal for cloudy spots or water bubbles to appear due to residual water film. This moisture diffuses naturally through the film over time. Cloudy spots usually disappear within a few days; water bubbles may remain until the end of the drying period. These spots will no longer be visible afterward. The occurrence of such initially visible spots is not a defect of the film or its installation. Withholding full or partial payment of the invoice due to these spots or trapped particles is not permitted. Warranty and damage claims are also excluded if window panes are or were already under tension when installed in the window frame. All window films are subject to minor manufacturing tolerances. Products within these tolerances do not constitute a defect that would justify warranty or damage claims.

## **§ 11 Final Provisions**

(1) If the Client is a merchant, a legal entity under public law, or a special fund under public law, or has no general place of jurisdiction in the Federal Republic of Germany, then the place of jurisdiction for all disputes arising from the business relationship between the Seller and the Client shall be, at the Seller's discretion, either Hohenstein-Ernstthal (District Court) / Zwickau (Regional Court) or the Client's place of business. However, for claims against the Seller, Hohenstein-Ernstthal / Zwickau is the exclusive place of jurisdiction in such cases. Mandatory statutory provisions regarding exclusive jurisdictions remain unaffected.

(2) The relationship between the Seller and the Client shall be governed exclusively by the law of the Federal Republic of Germany. The United Nations Convention on Contracts for the International Sale of Goods (CISG) of 11 April 1980 does not apply.

(3) Insofar as the contract or these General Terms and Conditions of Delivery contain gaps, those legally valid provisions shall be deemed agreed which the contracting parties would have agreed upon in accordance with the economic objectives of the contract and the purpose of these General Terms and Conditions of Delivery if they had known about the gap.

(4) The Seller points out that it will store the Client's data as required for fulfilling the contract.

Applicable from 08/2025