



General Terms and Conditions of Delivery of DAS Audio GmbH

§ 1 Validity and applicability

(1) The deliveries, services and offers of DAS Audio GmbH (hereinafter referred to as "Seller") are made exclusively on the basis of these General Terms and Conditions of Delivery. These are an integral part of all contracts that the Seller concludes with his contractual partners (hereinafter also referred to as "Customer") for the deliveries or services offered by him. They also apply to all future deliveries, services or offers to the Customer, even if they are not separately agreed again.

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

§ 2 Offer and conclusion of contract

(1) All offers of the seller are subject to change and non-binding, unless they are expressly marked as binding or contain a specific acceptance period. The Seller may accept orders or commissions within fourteen days of receipt.

(2) The offer and the order confirmation of the Seller, including these General Terms and Conditions of Delivery, are solely decisive for the legal relationship between the Seller and the Customer, unless expressly agreed otherwise in writing.

(3) 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 of the seller, the employees of the seller are not entitled to make any verbal agreements deviating from this. Telecommunication, in particular by fax or e-mail, is sufficient to comply with the written form requirement, provided that a copy of the signed declaration transmitted.

§ 3 Prices and payment

(1) The prices apply to the scope of services and deliveries listed in the order confirmations. Additional or special services shall be invoiced separately. The prices are quoted in EURO ex works plus packaging, statutory VAT, customs duties in the case of export deliveries as well as fees and other public charges, unless and insofar as no other written agreement has been reached between the contracting parties.

(2) Insofar as the agreed prices are based on the seller's list prices and delivery is to take place more than four months after conclusion of the contract, the seller's list prices valid at the time of delivery shall apply if these have only been increased appropriately by a maximum of 3 percent.

(3) Invoice amounts are to be paid within thirty days without any deductions, unless otherwise agreed in writing. The date of receipt by the Seller shall be decisive for the date of payment. Checks shall not be considered payment until they have been cashed.

(4) Offsetting against counterclaims of the client or the withholding of payments due to such claims is only permitted if the counterclaims are undisputed or have been legally established.

(5) The Seller is entitled to execute or render outstanding deliveries or services only against advance payment or provision of security if, after conclusion of the contract, he becomes aware of circumstances which are likely to significantly reduce the creditworthiness of the Client and which, in the Seller's opinion, jeopardize the payment of the Seller's outstanding claims by the Client arising from the respective contractual relationship.

§ 4 Delivery and delivery time

(1) Deliveries are ex works.

(2) Deadlines and dates for deliveries and services promised by the seller are always only approximate, unless a fixed deadline or a fixed date has been expressly promised or agreed, whereby the term of the deadline begins on the day on which the seller is in possession of all necessary information from the customer regarding the design, product characteristics, design, modifications, etc. of the delivery item. If shipment has been agreed, delivery periods and delivery dates shall refer to the time of handover to the forwarding agent, carrier or other third party commissioned with transportation.

(3) The Seller may - without prejudice to its rights arising from default on the part of the Client - demand from the Client an extension of delivery and performance deadlines or a postponement of delivery and performance dates by the period in which the Client fails to meet its contractual obligations to the Seller.

(4) The Seller shall not be liable for impossibility of delivery or for delays in delivery insofar as these are caused by force majeure or other events unforeseeable at the time of conclusion of the contract (e.g. operational disruptions of all kinds, difficulties in procuring materials or energy, transport delays, strikes, lawful lockouts, shortages of labor, energy or raw materials, difficulties in the supply of goods or services).



The Seller shall not be responsible for such events (e.g. procurement of necessary official permits, official measures or the lack of, incorrect or late delivery by suppliers) or pandemic-related restrictions or effects (e.g. operational disruptions of all kinds, difficulties or delays in the procurement of materials, transport delays, shortage of labor or raw materials, official measures or the lack of, incorrect or late delivery by suppliers). If such events make delivery or performance significantly more difficult or impossible for the seller and the hindrance is not only of a temporary nature, the seller is entitled to withdraw from the contract. In the event of hindrances of a temporary nature, the delivery or performance periods shall be extended or the delivery or performance dates shall be postponed by the period of the hindrance plus a reasonable start-up period. If the Client cannot reasonably be expected to accept the delivery or service as a result of the delay, it may withdraw from the contract by 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 contractually intended purpose,
- the delivery of the remaining ordered goods is ensured and
- the client does not incur any significant additional work or 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 him, for whatever reason, the Seller's liability for damages shall be limited in accordance with § 7 of these General Terms and Conditions of Delivery.

§ 5 Place of fulfillment, shipping, packaging, transfer of risk, acceptance

(1) The place of performance for all obligations arising from the contractual relationship is Troisdorf, unless otherwise agreed. If the seller is also responsible for installation or assembly, the place of performance shall be the place where the installation or assembly is to take place.

(2) The shipping method and packaging are subject to the dutiful discretion of the seller.

(3) The risk is transferred to the customer at the latest when the delivery item is handed over - the start of the loading process is decisive - to the forwarding agent, carrier or other third party designated to carry out the shipment. This shall also apply if partial deliveries are made or if the seller has assumed other services (e.g. shipment, installation or assembly). If the shipment or handover is delayed due to a circumstance for which the Client is responsible, the risk shall pass to the Client from the day on which the delivery item is ready for shipment and the Seller has notified the Client of this.

(4) Storage costs after the transfer of risk shall be borne by the customer. In the case of storage by the Seller, the storage costs shall amount to 0.20% of the invoice amount of the delivery items to be stored per week elapsed. We reserve the right to claim and prove further or lower storage costs.

(5) The seller shall only insure the consignment against theft, breakage, transport, fire and water damage or other insurable risks at the express request of the customer and at the customer's expense.

(6) Insofar as acceptance is to take place, the purchased item shall be deemed to have been accepted if

- the delivery and, if the seller also owes the installation or assembly, installation or assembly have been completed,
- the seller has informed the client of this with reference to the fictitious acceptance in accordance with this § 5 (6) and has requested acceptance,
- 12 working days have passed since delivery or installation or the client has started to use the purchased item (e.g. has put the delivered system into operation or has made structural changes to it) and in this case 6 working days have passed since delivery or installation and
- the customer has failed to accept the goods within this period for a reason other than a defect notified to the seller which makes the use of the purchased goods impossible or significantly impairs them.

§ 6 Warranty, material defects

(1) The warranty period is two years from delivery or, if acceptance is required, from acceptance.

(2) The delivered items must be carefully inspected immediately after delivery to the customer or to the third party designated by the customer. With regard to obvious defects or other defects that would have been recognizable during an immediate, careful inspection, they shall be deemed to have been approved by the buyer or client if the seller does not receive a written notice of defects within 7 working days of delivery. With regard to other defects, the delivery items shall be deemed to have been approved by the buyer or client if the seller does not receive the notice of defects within 7 working days of the time at which the defect became apparent; however, if the defect was already recognizable to the client at an earlier time during normal use, this earlier time shall be decisive for the start of the notice period. Upon request



of the seller, a rejected delivery item must be returned to the seller carriage paid. In the event of a justified notice of defects, the Seller shall reimburse the costs of the most favorable shipping route; this shall not apply if the costs increase because the delivery item is located at a place other than the place of intended use.

(3) In the event of material defects in the delivered items, the seller shall initially be obliged and entitled to rectify the defect or make a replacement delivery at its discretion within a reasonable period of time. In the event of failure, i.e. impossibility, unreasonableness, refusal or unreasonable delay of the repair or replacement delivery, the customer may withdraw from the contract or reduce the purchase price appropriately.

(4) If a defect is due to the fault of the seller, the client may demand compensation under the conditions specified in § 7. If a defect is due to the fault of the customer, e.g. due to incorrect information provided by the customer regarding the design, design, necessary product properties of the delivery item, the seller's warranty is excluded.

(5) In the event of defects in components of other manufacturers or components of the Seller's suppliers which the Seller cannot remedy for licensing or factual reasons, the Seller shall, at its discretion, assert its warranty claims against the manufacturers and suppliers for the account of the Client or assign them to the Client. Warranty claims against the Seller for such defects shall only exist under the other conditions and in accordance with these General Terms and Conditions of Delivery if the legal enforcement of the aforementioned claims against the manufacturer and supplier was unsuccessful or is futile, for example due to insolvency. For the duration of the legal dispute, the limitation period for the Client's relevant warranty claims against the Seller shall be suspended.

(6) The warranty shall not apply if the Client modifies the delivery item or has it modified by a third party without the Seller's consent and this makes it impossible or unreasonably difficult to remedy the defect. In any case, the customer shall bear the additional costs of remedying the defect resulting from the modification.

(7) Any delivery of used items agreed with the client in individual cases shall be made to the exclusion of any warranty for material defects.

§ 7 Liability for damages due to fault

(1) The Seller's liability for damages, irrespective of the legal grounds, in particular due to impossibility, delay, defective or incorrect delivery, breach of contract, breach of duties during contract negotiations and tort, shall be limited in accordance with this § 7, insofar as fault is involved in each case.

(2) The Seller shall not be liable in the event of simple negligence on the part of its executive bodies, legal representatives, employees or other vicarious agents, insofar as this does not involve a breach of material contractual obligations. Material contractual obligations are the obligation to deliver and, if agreed, install the delivery item in good time, its freedom from defects that impair its functionality or suitability for use more than insignificantly, as well as obligations to provide advice, protection and care that are intended to enable the customer to use the delivery item in accordance with the contract or to protect the life and limb of the customer's personnel or to protect the customer's property from significant damage.

(3) Insofar as the seller is liable for damages in accordance with § 7 (2), this liability is limited to damages which the seller foresaw as a possible consequence of a breach of contract at the time of conclusion of the contract or which he should have foreseen if he had exercised due care. Indirect damage and consequential damage resulting from defects in the delivery item shall only be eligible for compensation if such damage is typically to be expected when the delivery item is used as intended.

(4) In the event of liability for simple negligence, the seller's obligation to pay compensation for property damage and any further financial losses resulting therefrom shall be limited to an amount of EUR 3,000,000 per claim, even if this involves a breach of material contractual obligations.

(5) The above exclusions and limitations of liability shall apply to the same extent in favor of the seller's executive bodies, legal representatives, employees and other vicarious agents.

(6) Insofar as the seller provides technical information or acts in an advisory capacity and this information or advice is not part of the contractually agreed scope of services owed by the seller, this is done free of charge and to the exclusion of any liability.

(7) The limitations of this § 7 do not apply to the Seller's liability for willful conduct, for guaranteed characteristics, for injury to life, limb or health or under the Product Liability Act.

§ 8 Retention of title

(1) The retention of title agreed below serves to secure all existing current and future claims of the seller against the customer arising from the delivery and business relationship existing between the contracting parties.



- (2) The goods delivered by the seller to the customer shall remain the property of the seller until all secured claims have been paid in full. The goods and the goods covered by the retention of title which take their place in accordance with the following provisions are hereinafter referred to as "goods subject to retention of title".
- (3) The customer shall store the reserved goods free of charge for the seller.
- (4) The client is entitled to sell, process and reuse the goods subject to retention of title in the ordinary course of business until the event of realization (paragraph 9) occurs. Pledging and transfer by way of security of the goods subject to retention of title are not permitted.
- (5) If the reserved goods are processed by the customer, it is agreed that the processing is carried out in the name and for the account of the seller as manufacturer and that the seller directly acquires ownership or - if the processing is carried out from materials of several owners or the value of the processed item is higher than the value of the reserved goods - co-ownership (fractional ownership) of the newly created item in the ratio of the value of the reserved goods to the value of the newly created item. In the event that no such acquisition of ownership should occur for the seller, the client hereby transfers his future ownership or - in the above-mentioned ratio - co-ownership of the newly created item. The customer hereby transfers his future ownership or - in the above-mentioned ratio - co-ownership of the newly created item to the seller as security. If the reserved goods are combined or inseparably mixed with other items to form a uniform item and if one of the other items is to be regarded as the main item, the seller shall transfer to the customer the co-ownership of the uniform item in the proportion specified in sentence 1, insofar as the main item belongs to the seller.
- (6) In the event of the resale of the reserved goods, the customer hereby assigns to the seller by way of security the resulting claim against the purchaser - in the case of co-ownership of the seller in the reserved goods in proportion to the co-ownership share. The same applies to other claims that take the place of the reserved goods or otherwise arise with regard to the reserved goods, such as insurance claims or claims arising from tort in the event of loss or destruction. The seller revocably authorizes the customer to collect the claims assigned to the seller in his own name. The seller may only revoke this direct debit authorization in the event of liquidation.
- (7) If third parties seize the goods subject to retention of title, in particular by attachment, the Client shall immediately inform them of the Seller's ownership and inform the Seller thereof in order to enable the Seller to enforce its ownership rights. If the third party is not in a position to reimburse the Seller for the judicial or extrajudicial costs incurred in this connection, the Client shall be liable to the Seller for these costs.
- (8) The seller shall release the goods subject to retention of title and the items or claims taking their place if their value exceeds the amount of the secured claims by more than 50%. The selection of the items to be released thereafter lies with the seller.
- (9) If the seller withdraws from the contract in the event of breach of contract by the customer - in particular default of payment - (enforcement event), he shall be entitled to demand the return of the reserved goods.

§ 9 Final provisions

- (1) If the customer is a merchant, a legal entity under public law or a special fund under public law, or if it has no general place of jurisdiction in the Federal Republic of Germany, the place of jurisdiction for any disputes arising from the business relationship between the seller and the customer shall be Troisdorf or the customer's registered office, at the seller's discretion. In such cases, however, Troisdorf shall be the exclusive place of jurisdiction for legal action against the seller. Mandatory statutory provisions on exclusive places of jurisdiction shall remain unaffected by this provision.
- (2) The relationship between the Seller and the Customer 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 of April 11, 1980 (CISG) shall not apply.
- (3) Insofar as the contract or these General Terms and Conditions of Delivery contain loopholes, those legally effective provisions shall be deemed to have been agreed to fill these loopholes which the contracting parties would have agreed in accordance with the economic objectives of the contract and the purpose of these General Terms and Conditions of Delivery if they had been aware of the loophole.

Note:

The customer acknowledges that the seller stores and uses data from the contractual relationship, in particular for the purpose of order processing. The relevant information and details can be found in the seller's privacy policy, which can be requested from the e-mail address [germany\(at\)dasaudio.com](mailto:germany(at)dasaudio.com).

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