

General Terms and Conditions of Business for use in Business to Business Transactions

(Version 1 March 2021)

1. Area of application

Unless expressly agreed otherwise, the General Terms and Conditions of Business (GTCB) which follow apply to all contracts for the supply of goods and products to business undertakings as well as services rendered by the seller in connection with the foregoing.

- 1.1. These GTCB apply to all goods and services and form part of all contracts which Florett GmbH concludes with its contractual partners for the goods and services offered by Florett GmbH. They also apply to future business relationships without any obligation on our part to refer to them again.
- 1.2. As well as verifying your status as a business as part of the order process, we are also entitled to request proof of your status as a business by the submission of suitable documents, for example an extract from the Commercial Register or your registration as a business.
- 1.3. If the business uses conflicting or supplementary General Terms and Conditions of Business, we hereby oppose their application; they only form part of the contract if we have expressly agreed to them.
- 1.4. Our Terms of Sale also apply if we are aware of the purchaser's terms which conflict with or diverge from our Terms of Sale but we nevertheless supply goods to the purchaser without any reservation.

2. Offers and contract conclusion

- 2.1. The goods on offer in the catalogues and sales documents as well as the on-line shop are to be understood only as a non-binding invitation to place an order.
- 2.2. By placing an order the customer issues a binding offer to conclude a contract.
- 2.3. Orders are deemed to be accepted if they are accepted by the seller within a period of 14 days or if the order is executed immediately after receipt of the order. In the latter case, the delivery note and the invoice are deemed to be the order acknowledgement.
- 2.4. The purchase contract is concluded with Florett GmbH, Weinbergstrasse 15, 93413 Cham, Germany.
- 2.5. If the seller's staff and freelance sales representatives conclude oral collateral agreements or give guarantees which are over and above the written purchase contract, these agreements and/or guarantees must always be confirmed in writing by the Seller to be valid. Oral statements by the seller or by persons authorised as the seller's legal representatives remain unaffected by this provision.

3. Terms and conditions of delivery, transfer of risk

- 3.1. Unless agreed separately, delivery "ex works" is agreed.
- 3.2. The commencement of the delivery times we indicate presupposes the settlement of all technical questions.
- 3.3. Compliance with our delivery obligation also presupposes that all the purchaser's obligations have been met in good time and in full. The objection of non-fulfilment of contract is reserved.
- 3.4. Unless agreed otherwise with the customer, delivery of the goods in a parcel or in another form will be by post (parcel, small parcel, letter, courier) to the delivery address specified in the customer's order.
- 3.5. Risk passes to the purchaser on the hand-over of the goods. If the goods are delivered or despatched by the above means or any means other than described above, risk passes to the purchaser on the presentation of the goods to a post office, transport company or other carrier but not later than when the goods leave the seller's business premises including cases where delivery is by the seller's motor vehicles.
- 3.6. If despatch is delayed at the request of or due to the fault of the purchaser, the goods are stored at the purchaser's risk and the expense. In this case, notification that the goods are ready for despatch is the equivalent of despatch. Risk passes to the purchaser at the point in time at which the purchaser defaults on acceptance or debt obligations.
- 3.7. The seller is not liable if delivery becomes impossible or is delayed provided that such delays or impossibilities are caused by force majeure or other events which were not foreseeable at the time of the conclusion of the contract (particularly interruptions to operations, strikes, lock-outs, cyber-attacks on the IT system) and which were not caused by the seller.

This also applies if these circumstances occur at the seller's suppliers and their sub-suppliers.

- 3.8. Force majeure or non-foreseeable events also entitle the purchaser and the seller to extend the delivery and acceptance period by the duration of the interference but not for longer than 4 weeks while at the same time excluding claims for compensation. At the end of this period the purchaser and the seller are entitled to withdraw from the contract. In the place of the automatic extension of the delivery period of 28 days, the purchaser may, if the seller is in default, set a deadline of 15 days for the seller at any time and state that he (the purchaser) may refuse performance of the contract after this period.
 - 3.9. The deadline is calculated from the day on which the purchaser can be shown to have sent the statement.
 - 3.10. If the transport company returns the purchased item to the seller as delivery to the customer was not possible, the customer must bear the costs for any re-delivery. This does not apply if the customer is not responsible for the circumstance which rendered delivery impossible or if the customer was temporarily prevented from accepting the delivery presented to him unless the seller had notified the customer of the delivery at a reasonable time in advance.
 - 3.11. For reasons of goodwill we will grant a period of 30 days from the time the goods were handed-over (transfer of risk) for returns for reasons for which Florett GmbH is not responsible. In the event of returns we will invoice a contribution to costs/ expenditure for each pair for handling costs such as inspection, repacking etc. This applies in particular to exchanges and consignments sent on approval. Please send all returns in the original shoe-box appropriate for the product in question. Special offers will not be exchanged.
- ### 4. Packaging
- 4.1. As required by the German Packaging Regulation (Verpackungsordnung) the return of transport packaging and all other packaging is not accepted; Euro-pallettes constitute the sole exception.
 - 4.2. If the seller involves a suitable disposal company for the disposal of the packaging in accordance with the Packaging Regulation, as amended, and the applicable Packaging Act (Verpackungsgesetz), the purchaser is obliged to retain the packaging material and surrender it to the disposal company.
 - 4.3. Florett GmbH has a disposal agreement in Germany with Belland Vision, and in other countries with local disposal companies. Packaging can be disposed of free of charge via these companies.

5. Payment terms

- 5.1. Unless otherwise agreed, the purchase price is due for immediate payment without deductions on receipt of the goods and the invoice.
- 5.2. The customer states that he agrees to the delivery of invoices by email.
- 5.3. In the event of default in payment we reserve the right to invoice the statutory default interest at nine percentage points over the base interest rate. Other entitlements remain unaffected hereby.
- 5.4. The seller may declare all debts due for immediate payment if the purchaser fails to comply with the terms of payment or if facts become known which allow the conclusion to be drawn that debts owed to the seller are compromised by the purchaser's inability to pay. In the latter case, the seller is entitled to make further deliveries contingent on immediate payment or the provision of appropriate securities.
- 5.5. In the event of payment default by the purchaser, the seller is entitled to revoke the direct debit authorisation and to demand immediate payment for any outstanding deliveries.
- 5.6. The customer is only entitled to offset payments if his counter-claim is of the same magnitude as our principal claim and is not contested by us or if it has been judged to be final and absolute. The purchaser is only entitled to a right of retention if his counter-claim is based on the same contractual relationship and/or the counter-claim would entitle the purchaser to refuse his payment in accordance with § 320 of the German Civil Code (Bürgerliches Gesetzbuch).

6. Prices and delivery costs

- 6.1. Unless otherwise agreed, our prices are “ex works” including packaging.
- 6.2. Orders exceeding a net order value (net value excluding VAT) of EUR 250.00 will be supplied “free delivered” to the buyer’s premises or “free German border”. The delivery terms of goods which are sold as “ends of lines” or as part of a clearance sale or other special offers are strictly “ex works”. Additional costs arising from particular delivery instructions issued by the purchaser must be borne by the latter.
- 6.3. Our prices do not include statutory Value Added Tax. The amount imposed by law will be shown separately in the invoice. Value Added Tax will not be invoiced for deliveries to countries outside Germany but in the EU if we are aware of the customer’s valid Value Added Tax registration number. Swiss Value Added Tax will be invoiced to customers in Switzerland.
- 6.4. Invoices will be issued on the day of despatch or hand-over of the goods; in the case of goods delivered early, the agreed delivery date will be deemed to be the day of issue. We will age invoices accordingly. Ageing by the customer which is not agreed is not permitted.

7. Retention of title

- 7.1. We retain title to the goods until all debts arising from an ongoing business relationship have been settled in full.
- 7.2. The purchaser is obliged to take good care of the goods he has purchased. In particular he is obliged to insure them adequately at their replacement value and at his own expense against damage from fire, water and theft.
- 7.3. The purchaser must inform us immediately in the event of attachment or intervention by third parties so that we can take legal action in accordance with § 771 of the German Code of Civil Procedure (Zivilprozessordnung). In so far as the third party is unable to reimburse us for the judicial and extrajudicial costs of an action in accordance with § 771 of the German Code of Civil Procedure, the purchaser is liable to us for the losses incurred.
- 7.4. The purchaser is entitled to sell the goods subject to retention of title in the normal course of business.
- 7.5. If the goods subject to retention of title are sold on their own or with goods not belonging to the seller, the purchaser hereby (i.e. at the time of the conclusion of the contract) assigns the amount of the debts arising from the sale corresponding to the value of the goods subject to retention of title along with all ancillary rights and ranking before the remainder, to the seller. The seller accepts the assignment. The value of the goods subject to retention of title is the amount of the seller’s invoice which, however, will be left out of account if it conflicts with third party rights. If the seller owns the goods subject to retention of title jointly with another person, the assignment of the debts extends to the amount corresponding to the value of the seller’s share of the joint property.
- 7.6. We will release the securities due to us to the extent that the value of the securities exceeds the debts they secure by more than 10%.

8. Notice of defects, warranty and liability

- 8.1. Unless expressly agreed otherwise below, statutory liability for defects applies.
- 8.2. The warranty rights of the purchaser assume that the purchaser has properly complied with his obligations as set out in § 377 of the German Commercial Code (Handelsgesetzbuch) to examine the goods and notify defects in writing within 14 calendar days of receipt of the goods.
- 8.3. The period of limitation for claims for defects is one year from the transfer of risk; the statutory periods of limitation for the right of recourse pursuant to § 445a of the German Civil Code remain unaffected.
- 8.4. Only the information we convey and the product descriptions included in the contract are deemed to be the agreement on the attributes of the goods.
- 8.5. Returns and complaints must be sent prepaid to us. Florett does not accept any goods not sent prepaid and does not reimburse to the customer any additional costs which arise by our refusal to accept returns which are not prepaid.
- 8.6. We will reimburse the postal charges if we agree that the complaint is justified.
If there is a defect in the goods for which we are responsible we are entitled

at our option to rectify the defect or to supply goods free from defects (replacement delivery). In the case of the rectification of defects, we are obliged to bear all the costs necessary for the purpose of the rectification, particularly transport costs as well as the cost of materials and workmanship, in so far as these are not increased by the fact that the item purchased was moved to a location other than the place of delivery. If it is not possible to rectify the defect or provide a replacement delivery, the purchaser is entitled, at his option, to withdraw from the contract or demand a corresponding reduction in the purchase price.

- 8.7. The seller is liable according to the provisions of law if the purchaser asserts claims for compensation based on intent or gross negligence, including intent or gross negligence on the part of the seller’s representatives or vicarious agents. The seller is also liable according to the provisions of law for culpable infringements of material contractual obligations. Material contractual obligations are obligations, the performance of which is essential for the proper execution of the contract and on compliance with which the contractual partner may normally rely. In so far as intent or gross negligence is not imputed against the purchaser, liability for compensation is limited to loss or damage which is foreseeable and typically occurs in relation to contracts of this nature.
An alteration to the burden of proof to the purchaser’s disadvantage is not associated with the above.
- 8.8. Liability for culpable loss of life, bodily injury or impairment of health remains unaffected. Liability under the German Product Liability Act (Produkthaftungsgesetz) also remains unaffected.
- 8.9. Further liability for compensation is excluded regardless of the legal nature of the claim which is asserted. This applies in particular to claims for compensation arising from negligence when entering into the contract, positive infringement of the contract or tortious claims in accordance with § 823 of the German Civil Code, in so far as these claims are not based on intent or gross negligence.
- 8.10. The statutory periods of limitation apply to liability by reason of gross negligence and for claims for compensation based on loss of life, bodily injury or impairment of health.

9. Data archiving and data protection

- 9.1. Only the provisions relating to data protection law to be found in the Privacy Statement on the website www.florett.de apply.
- 9.2. The text of the contract is saved by the seller.
- 9.3. The seller saves and uses personal data such as the purchaser’s name, address, email address and phone number to process the contractual relationships which have been concluded. The processing of this data is necessary for the performance of the contract. It is impossible to execute the contract if the information is not provided.
- 9.4. The data is archived for the duration of the business relationship, for longer if required by statutory retention periods and for so long as legal claims arising from the contractual relationship can be asserted or other legitimate reasons justify archiving for a longer period.

10. Language of contract, place of performance, place of jurisdiction and applicable law

- 10.1. The language of the contract is German.
- 10.2. The place of performance for all deliveries and payments arising from contracts subject to these Terms and Conditions of Business is the seller’s registered office.
- 10.3. The place of jurisdiction for all disputes between the parties arising from or in connection with contracts subject to these Terms and Condition of Business (including actions relating to cheques and bills of exchange) is the seller’s registered office provided that the purchaser is a trader, a legal entity established under public law or a special fund established under public law. However, the seller is entitled to bring an action against the purchaser in any other court.
- 10.4. The law of the Federal Republic of Germany applies but with the exclusion of the United Nations Convention on Contracts for the International Sale of Goods.