



GENERAL CONDITIONS OF SALE, MAINTENANCE AND REPAIR OF THE HERBERT WALDMANN GMBH & CO. KG

Last updated: 30 May 2023

I. General terms and conditions

1 Scope

1. These General Conditions of Sale, Installation, Maintenance and Repair apply exclusively to dealings with entrepreneurs in the exercising of their commercial or independent professional activity, legal persons under private law, foundations and legal persons under public law, as well as special funds under public law. They shall apply to all business transactions between Herbert Waldmann GmbH & Co. KG (hereinafter referred to as "Waldmann") and the Ordering Party, even if they are not explicitly referred to in any subsequent contracts.

2. Any opposing, additional or deviating provisions of the Ordering Party that contradict these General Conditions of Sale, Installation, Maintenance and Repair shall not become part of the contract unless Waldmann has explicitly agreed to them in writing. These General Conditions of Sale, Installation, Maintenance and Repair apply even if Waldmann unconditionally executes any delivery to the Ordering Party being aware of its opposing, additional or differing terms.

3. Additional agreements or any agreement deviating from these General Terms and Conditions of Sale, Installation, Maintenance and Repair reached between Waldmann and the Ordering Party for execution of a contract shall be laid down in the contract in writing. This also applies to the waiver of this requirement for written form.

4. Any rights to which Waldmann is entitled in accordance with legal provisions or any other agreements beyond these General Conditions of Sale, Installation, Maintenance and Repair shall remain unaffected.

2 Conclusion of Contract

1. Offers from Waldmann are without obligation and non-binding.

2. Illustrations, drawings, details with regard to weight, dimensions, performance, and consumption, as well as any other descriptions of the products in the documentation belonging to the offer are estimates only, unless explicitly stated as binding. They do not constitute any agreement or guarantee regarding the characteristics of the products.

3. Waldmann shall reserve all ownership rights, copyrights, and any other property rights to all offer documents. Such documentation may not be disclosed to third parties.

4. Any purchase order or sales order shall become binding after being confirmed by a written order confirmation or execution of the purchase or sales order by Waldmann. Automatically generated order confirmations without names and signatures will be deemed to be written documents. If Waldmann does not respond to offers, purchase orders, requests or any other statements from the Ordering Party, this shall be deemed as approval only if this has previously been agreed in writing. When orders are placed via the Waldmann Online Shop, a contract is concluded when a written order confirmation is delivered or when the ordered goods are dispatched. As far as the order confirmation contains any obvious errors, typing or calculation errors, it shall not be binding for Waldmann.

5. If the Ordering Party applies for initiation of insolvency or similar proceedings regarding the Ordering Party's assets or if any reasoned application of a third party for the initiation of insolvency or similar proceedings regarding the Ordering Party's assets is denied for a lack of assets, Waldmann is entitled to rescind the contract in whole or in part.

3 Scope of Delivery and Performance

1. The scope of the delivery and performance is specified in the written order confirmation issued by Waldmann. Any changes to the scope of delivery and performance by the Ordering Party require the written approval by Waldmann in order to be effective.

2. The design and form of the products shall be subject to changes, provided such changes are not significant, and are deemed reasonably acceptable to the Ordering Party.

3. Part deliveries are permissible.

4 Performance Time

1. Delivery periods and dates must be agreed in writing in order to be binding. They are non-binding, unless they have previously and expressly been designated as binding by Waldmann.

2. A delivery period starts with the dispatch of the order confirmation by Waldmann, but only when any documents, permits and approvals that need to be obtained by the Ordering Party have been presented, any technical matters have been clarified, and the agreed deposit or, in the case of transactions with an Ordering Party in another country, full payment has been received. In the case of a deadline, it will be postponed accordingly. Observance of the performance time requires punctual and proper fulfilment of any other obligations on the part of the Ordering Party.

3. The delivery and performance time is deemed to be observed if the products leave the factory or if Waldmann has issued a collection or dispatch note before the delivery period expires. Adherence to the delivery and performance time is subject to the prompt and proper delivery of the products supplied to Waldmann.

4. In the event of delivery default, the Ordering Party shall be entitled to withdraw from the contract after the reasonable grace period it granted to Waldmann following the default has expired without result.

5. If Waldmann has concluded a framework agreement with the Ordering Party for future deliveries and the Ordering Party culpably fails to retrieve the products on time, Waldmann shall be entitled to deliver

and invoice the products, withdraw from the contract and/or claim damages and/or reimbursement of expenses after a reasonable grace period set by Waldmann has expired without result.

5 Prices and Payment

1. Unless otherwise agreed, all prices are ex works and do not include any shipping costs, packaging costs, insurance, statutory taxes, customs or other duties. The costs incurred in this context, in particular the costs for packaging and transportation of the products, will be invoiced separately. Statutory VAT shall be shown separately on the invoice at the statutory rate valid on the day of invoicing.

2. Any orders for which no fixed prices have been expressly agreed and for which a delivery date has been determined that is at least six weeks following the conclusion of the contract shall be invoiced on the basis of the Waldmann list prices applicable on the day of delivery. Entry of the list price applicable at the order date into an order form or an order confirmation shall not be deemed to be an agreement of a fixed price. In case of price increases of more than 5%, the Ordering Party will be entitled to rescind the contract in this respect. The Ordering Party will, upon request of Waldmann, state immediately whether the Ordering Party will exercise its right to rescind. To the extent production-related price increases occur by the day of delivery, Waldmann will be entitled to adjust the price accordingly, regardless of any offers and order confirmations.

3. In the absence of any special agreements, the delivery price shall be paid within 10 days from date of invoice without discount. Invoices for installation, maintenance, repair, and replacement parts shall be paid immediately without deduction. Provided a cash discount has been agreed, it is required that the Ordering Party has paid all due receivables arising from the business relationship in due time before this amount may be deducted. The payment day is the date on which the payment is available to Waldmann. In the event of a default in payment, the Ordering Party shall pay interest on arrears of 9% above the relevant base interest rate p.a., and Waldmann may request a lump sum of EUR 40.00. Any further claims by Waldmann shall remain unaffected.

4. Notwithstanding paragraph 3, payment for any dealings with Ordering Parties domiciled abroad shall be made before the delivery or performance is rendered, unless otherwise agreed in writing.

6 Liability

Waldmann shall be liable, without limitation, for any damage resulting from a breach of warranty or from any injury to life, limb or health. The same applies to intent and gross negligence. In case of slight negligence, Waldmann will only be liable to the extent that essential duties which result from the nature of the contract or which are of special significance for achieving the purpose of the contract are violated. In the event of breach of such obligations, default and impossibility, Waldmann's liability shall be limited to damage that is to be typically expected within the context of the contract concluded. Mandatory statutory liability for product defects shall remain unaffected.

7 Force Majeure

1. If, due to force majeure, Waldmann is not able to fulfil its contractual obligations, including but not limited to delivery of the products, Waldmann shall be released from meeting the obligation for the duration of the obstacle, and an adequate preparatory period after removal of the cause without being obliged to pay damages to the Ordering Party. The same shall apply if any unforeseen situations for which Waldmann is not responsible, in particular industrial disputes, measures taken by public authorities, energy shortage or substantial operational disruptions, make it unacceptably difficult or temporarily impossible for Waldmann to fulfil its obligations. This will also apply if a sub-supplier encounters such circumstances. This will also apply if Waldmann is already defaulting. If Waldmann is exempted from the duty to deliver, Waldmann will refund any advance payments made by the Ordering Party.

2. After expiry of an appropriate deadline, Waldmann will be entitled to withdraw from the contract if such an event lasts for more than four months, and if Waldmann, as a result of such an event, is no longer interested in the contract being fulfilled. After expiry of the deadline and upon request of the Ordering Party, Waldmann shall declare whether it will exercise its right to rescind or deliver the products within an adequate period of time.

8. Use and Updates of the "DermaMate" Software for Medical Irradiation Devices Provided before 21.05.2021

1. The regulations under this clause apply to the use of the "Derma-Mate" software and the provision of any updates necessary for its use. Without a separate written agreement, the provision/implementation of the updates shall not create any obligation on the part of Waldmann to deliver updates or upgrades, adaptation, maintenance or further development of the software.

2. The software is subject to copyright, in particular according to the provisions concerning the protection of computer programs. The copyright includes in particular the program code, the documentation, the representation, the structure and organisation of the program files, the program name, the logos and other forms of representation included in the software (hereinafter referred to as "Licensed Material"). Waldmann and its licensors shall be entitled to all rights originating from copyright.

3. The Ordering Party shall implement the updates as required.

4. The Ordering Party undertakes to keep the protection notes contained in the Licensed Material, as well as copyright notices, brand names, alphanumerical identification, and other legal reservations unchanged. This shall also apply to any partial or complete reproduction of the machine-readable Licensed Material made by the user.



5. In the absence of any other written agreements, Waldmann is only obliged to provide the software in the country of the place of delivery exempt from third-party industrial property rights or third-party copyrights. The Ordering Party undertakes to inform Waldmann promptly in writing when a third party claims its property rights. In the event of defects of title due to third parties' property rights, Waldmann may, at its own discretion, defend or satisfy the claims at its own expense or make possible the proper use of the software by the Ordering Party by replacing the affected software with similar and equal software.

6. Waldmann grants a non-exclusive right to the Ordering Party – provided that the Ordering Party pays the complete price agreed upon without reservation, and accepts the licence terms – to use the software for an unlimited period in its company for its own purposes, and as described in detail in the original agreement, in these General Conditions of Sale, Maintenance and Repair, and in the instructions for use.

7. The Ordering Party shall be entitled to make a backup copy for its company's archive purposes. It shall be marked as such and (as far as technically feasible) provided with the copyright notice of the original data carrier. The user manual may only be copied for company-internal purposes.

8. The Ordering Party shall only be entitled to transfer this software to a third party if the third party explicitly declares that the third party agrees to the current General Conditions of Sale, Maintenance and Repair still being valid and if the previous Ordering Party stops using the software, and does not retain any copies. The original copy of the data carrier and the manuals (together with all previous versions of the program) shall be given to the third party. The Ordering Party shall inform Waldmann immediately in writing in case of passing on the material to third parties because of the imminent duty to notify as defined in the German legislation on medical products and for the issue of a new licence key. This notification shall include the name and address of the purchaser. Furthermore, the contractual agreements on the basis of which the resale has been realised shall be disclosed. The Ordering Party shall be liable for any damage resulting from the neglect of this duty.

9. All other types of reproduction or use of the software, in particular decompilation of the granted program code into other code forms, and making the different development levels of the software accessible in any other way (reverse engineering), are not permitted. Furthermore, any other type of distribution of the software (offline or online) as well as leasing or conferring the software for commercial purposes is also prohibited. These restrictions shall not apply to the fields of application and in case the conditions of articles §§ 69 d and 69 e of the German Copyright Act (UrhG) are met.

10. Waldmann is entitled to revoke these rights of use for good cause. In particular, it is considered a good reason if the Ordering Party is in default of payment with a large part of the agreed price or if the Ordering Party does not observe these General Conditions of Sale, Maintenance and Repair and if the Ordering Party does not refrain from doing so even after written notice of Waldmann or the licensor including a threat of cancellation. In case of revoking the rights of use, the Ordering Party shall immediately return the original copy of the software and all further copies as well as other Licensed Material and shall delete the saved programs. The Ordering Party shall confirm the complete return and deletion in writing if requested to do so by Waldmann.

11. The "DermaMate" software is a system for medical devices classified as class II a and may only be used for controlling Waldmann therapy systems with MPG (German act on medical devices) classification up to class II a or for devices with MPG classification up to class II a that are used with a Waldmann control. Any use for controlling devices of any other type is explicitly prohibited and shall be undertaken at the Ordering Party's own risk. The Ordering Party's attention was drawn explicitly to the safety-related provisions of the German Medical Devices Operator Ordinance (MPBetreibV), and in particular to articles 2, 5, 6, 9 and 11 (cf. www.gesetze-im-internet.de).

12. Waldmann also points out that the sample therapies provided with the software are only proposals. The respective treatments, in particular the treatment intervals and the dosage, are different for each patient, and must be determined individually in each individual case by the treating doctor. The Ordering Party shall ensure that the entry and modification of the individual treatment data of the different patients, in particular the limit values for irradiation, are performed exclusively by authorised personnel.

13. The safety rules contained in the operating instructions shall apply in addition and must be strictly observed.

14. In the event of any software faults, including in the instructions for use or other delivered documentation, the regulations of paragraph 9 of these General Conditions of Sale, Maintenance and Repair shall apply. In addition, the Ordering Party is obliged to provide all information necessary for analysis and rectification of the defect to Waldmann. This includes providing sufficiently qualified operating personnel as well as granting access to the software and to the system on which it is installed. Any notice of defects shall contain information about the kind of error, the type of application during which the error occurred, as well as information about the kind of measures carried out in order to eliminate the error. The error shall be described in a way that it is reproducible. There are no warranty rights in the event of defects caused by any use that deviates from the intended use of this program or from the operating conditions set out in the specifications, insignificant deviations from the agreed characteristics or only minor impairments of usability, damage caused as a consequence of incorrect operation or handling of the software or negligent handling of the data carrier or due to special external influences not expected under the underlying contract, defects caused by modifications to software or hardware carried out by the Ordering Party or a third party and the consequences thereof, software that has been enhanced by the Ordering Party or a third party using an interface provided by Waldmann for such purpose, incompatibility of the delivered software with the data processing environment used by the Ordering Party and failures of the hardware, operating system or software from other manufacturers. Liability with regard to data loss shall be limited to the typical expenses for recovery. Liability shall be excluded if the software function is impaired by other hardware or software components.

15. In addition to the above-mentioned regulations, the following regulations and the End User's ("End User") acceptance shall apply to the integrated Crystal Reports Developer Runtime product: The End User undertakes not to modify, disassemble, decompile, translate, adapt or reengineer the Runtime product or the report file format (.RPT). The End User undertakes not to distribute the Runtime product to third parties. The End User undertakes not to use the Runtime product for development and transfer of a product that may generally be considered a competing product of the product offered by Business Objects. The End User undertakes not to use the Runtime product for development and transfer of products by means of which the report file format (.RPT) is converted into an alternative report file format, which can be used by generally usable report creation, data analysis or report distribution products that are not property of Business Objects. The End User undertakes not to use the product on rent or time-sharing basis nor operate a service office for the benefit of third parties. Business Objects and its suppliers shall not assume any warranty, neither explicitly nor implicitly, including, but not limited to, a guarantee of

marketability, usability for a certain purpose, and non-infringement of the rights of third parties. Under this agreement or in connection with the software, Business Objects and its suppliers shall not assume any liability for direct, indirect, accidental, exemplary damage, consequential damage or other damage irrespective of their legal grounds.

9 Disposal in Germany

In accordance with the German Electrical and Electronic Equipment Act (ElektroG), Waldmann exercises the option of a contractual agreement regarding the disposal of luminaires and medical devices supplied by Waldmann as follows:

1. In compliance with the legally imposed disposal obligations for manufacturers with regard to the luminaires and medical products (without fluorescent lamps) marketed from 13 August 2005, Waldmann has, at its own cost, contracted ISD INTERSEROH Dienstleistungs GmbH, Cologne (INTERSEROH) to collect and dispose of medical products (without fluorescent lamps). The costs for delivery to the collection points shall be borne by the Ordering Party. Information about the INTERSEROH collection points available to the Ordering Party may be requested from the INTERSEROH headquarters in Cologne or is available at www.interseroh-isd.de. In return, the Ordering Party shall ensure that the disposal is exclusively carried out by the disposal contractor designated by Waldmann. The WEEE registration number of Waldmann is DE 77596560.

2. Fluorescent lamps may also be returned free of charge to the nationwide network system of the German lamp industry. These collection points can be found out at www.lightcycle.de.

10 Nondisclosure

1. For an unlimited time, the parties shall be obliged to retain in confidence any information marked as confidential or evidently recognisable as business or trade secrets that they gain knowledge of, and shall not record, pass on or exploit this information for any other purpose than that required for the supply relationship.

2. The confidentiality obligation shall not apply if the information was evidently already known by the receiving party before the contractual relationship was established or was commonly known or generally accessible before the contractual relationship was established or if it becomes commonly known or generally accessible through no fault of the receiving party. The burden of proof shall lie with the receiving party.

3. By means of appropriate contractual agreements with its employees and representatives, including but not limited to any freelancers, contractors, and service providers working for them, the Parties shall ensure that those persons will also refrain from using, forwarding or recording such business and trade secrets without authorisation for an unlimited time.

11 Miscellaneous Provisions

1. The transfer of any of the Ordering Party's contractual rights and duties to any third party requires Waldmann's prior written approval.

2. The Ordering Party may only offset any counterclaims if they have been found to be final and legally binding or if they are undisputed. The Ordering Party shall only be entitled to assert a right of retention if the counterclaim is based on the same purchase order or contractual relationship.

3. The legal relationship between the Ordering Party and Waldmann shall be subject to the laws of the Federal Republic of Germany, excluding the United Nations Convention on Contracts for the International Sale of Goods (CISG).

4. The exclusive place of jurisdiction for all disputes resulting from the business relationship between the Ordering Party and Waldmann shall be at Waldmann's registered office. Waldmann shall also be entitled to institute legal proceedings at the Ordering Party's registered office or any other admissible competent court.

5. The place of fulfilment for all performances of the Ordering Party and for Waldmann shall be at the registered office of Waldmann.

6. The contract language shall be German.

II. Special Terms and Conditions for Sale

12 Scope

The Special Terms and Conditions for Sale apply in addition to the General Terms and Conditions for all contracts between Waldmann and the customer for the delivery of goods.

13 Transfer of Risk

1. The risk of accidental loss or accidental deterioration passes to the Ordering Party when the products are handed over to the person carrying out transportation or when the products leave Waldmann's warehouse for shipment. If the goods are to be collected by the Ordering Party, the risk passes to the Ordering Party with the notification that the goods are ready for collection. Sentence 1 and sentence 2 shall also apply if delivery is made in parts or if Waldmann has granted any further benefits such as transportation costs or installation of the products at the Ordering Party's premises.

2. If the Ordering Party delays the acceptance of the goods, Waldmann shall be entitled to claim compensation for the resulting damage and any additional costs. The same shall apply if the Ordering Party breaches other duties to cooperate, unless the Ordering Party is not responsible for such a breach of other duties to cooperate. The risk of accidental loss or accidental deterioration of the products passes to the Ordering Party no later than at the time of their default on accepting the goods. After a reasonable grace period set by Waldmann has expired without result, Waldmann shall be entitled to make other dispositions concerning the product and supply the Ordering Party with the products within an adequately extended period.

3. If dispatch is delayed due to circumstances beyond Waldmann's control, the risk shall pass to the Ordering Party with the notification that the goods are ready for dispatch.

4. Delivered products must be accepted by the Ordering Party without prejudice to the Ordering Party's rights arising from product defects even if these products have minor defects.



14 Retention of Title

1. Delivered products remain the property of Waldmann until full settlement of the purchase price and any receivables to which Waldmann is entitled from the Ordering Party arising from the business relationship. The Ordering Party is obliged to treat any products under retention of title with care during the period of the retention of title. In particular, the Ordering Party undertakes to insure the provided goods with retained title at its own costs against overvoltage, fire and water damage as well as against theft at reinstatement value. At Waldmann's request, the Ordering Party must provide Waldmann with proof that such insurance cover has been purchased. The Ordering Party undertakes to assign to Waldmann all coverage claims and rights to exemption it is entitled to as a consequence of the damage to or loss of products with retained title and based on the insurance it holds. Therefore, the Ordering Party herewith assigns all possible present and future claims it is entitled to based on this insurance to Waldmann. Waldmann herewith accepts this assignment. Provided the assignment is not legally effective, the Ordering Party commits towards Waldmann to instruct the insurer to effect payment with valid discharge of the debt to Waldmann. The Ordering Party hereby instructs the insurance company to make any payments exclusively to Waldmann. Any further claims by Waldmann shall remain unaffected.

2. The Ordering Party is only permitted to sell products under retention of title within the ordinary course of business. The Ordering Party is not entitled to pledge the products with retained title, to transfer them by way of security or to make any other dispositions endangering the property of Waldmann. In case of any pledges or other interferences by third parties, the Ordering Party has to notify Waldmann immediately in writing and provide all necessary information, inform the respective third party about Waldmann's legal rights of property and cooperate in implementing the measures of Waldmann for protecting the products with retained title. If the third party is unable to reimburse Waldmann for any costs incurred in and out of court for enforcing Waldmann's ownership rights, the Ordering Party shall be obliged to compensate Waldmann for any loss resulting therefrom, unless the Ordering Party is not responsible for the seizure or any other intervention of third parties.

3. The Ordering Party herewith assigns the claims in connection with the resale of the products under retention of title together with any ancillary rights to Waldmann, regardless of whether the products under retention of title are resold without or after processing. Waldmann herewith accepts this assignment. In case of a blank assignment by the Ordering Party, any claims assigned to Waldmann will be explicitly excluded. Provided the assignment of claims from the resale of products with retained title is not legally effective, the Ordering Party hereby instructs the third-party debtor to make any payments only to Waldmann. The Ordering Party will be revocably entitled to collect the claims assigned to Waldmann in its own name on behalf of Waldmann. The collected amounts have to be paid to Waldmann without undue delay. Waldmann is entitled to revoke the Ordering Party's collection mandate and the Ordering Party's resale authorisation for good cause. Especially if the Ordering Party fails to properly meet its payment obligations towards Waldmann, defaults on payment, suspends its payments or if the initiation of solvency proceedings or of similar proceedings for the settlement of debts regarding the Ordering Party's assets is applied for by the Ordering Party or if any reasoned application of a third party for the initiation of solvency proceedings or similar proceedings for the settlement of debts regarding the Ordering Party's assets is denied for lack of assets.

4. If the collection authorisation is revoked by Waldmann, the Ordering Party is to inform the third party debtor(s) immediately and at its own expense of the assignment and to provide Waldmann with the information (in particular concerning the third-party debtor) and documents (in particular documents that are suitable as proof of the existence, scope, and due date of the receivables). Waldmann is entitled to disclose the assignment to third party debtors even before the collection authorisation is revoked. In this case, Waldmann shall inform the Ordering Party accordingly.

5. In the event of conduct in breach of the contract, in particular in the event of default in payment by the Ordering Party, Waldmann shall be entitled, without prejudice to any other rights, to withdraw from the contract after the expiry of a reasonable grace period set by Waldmann. Upon request, the Ordering Party shall immediately inform Waldmann or its agents of the storage location of the products delivered under retention of title, grant access to the products under retention of title and surrender them. Upon timely notification, Waldmann may otherwise utilise the products with retained title to satisfy its receivables against the Ordering Party.

6. Any processing or remodelling of the products under retention of title by the Ordering Party shall always be carried out for Waldmann. The Ordering Party's reversionary interest in the products with retained title continues in the processed or remodelled item. If the products are processed or remodelled together with any other items which are not in the ownership of Waldmann, then Waldmann will acquire co-ownership of the new item at the ratio of the value of the delivered products to the other processed items at the time of the remodelling or processing. The same shall apply if the products are combined or mixed with other items not belonging to Waldmann with the result that Waldmann loses full ownership. The Ordering Party will hold the new items in safe custody for Waldmann. Otherwise, the item created by processing or remodelling, as well as combining or mixing shall be subject to the same provisions as those products under retention of title.

7. At the request of the Ordering Party, Waldmann shall undertake to release the securities to which it is entitled if and when the realisable value of the securities, taking into consideration any reductions in valuation customary in banking, exceeds Waldmann's receivables resulting from the business relationship with the Ordering Party by more than 15%. The valuation is based on the invoice value of the products under retention of title and on the nominal value of the receivables. Waldmann is responsible for selecting the specific items to be released.

8. In the case of deliveries to other jurisdictions where the above retention of title regulations do not have the same security effect as in the Federal Republic of Germany, the Ordering Party hereby grants Waldmann possible and economically comparable security interests in accordance with the relevant jurisdiction. If any further action is required for this purpose, then the Ordering Party shall spare no effort to immediately grant such a security interest to Waldmann. The Ordering Party shall cooperate in implementing all measures which are necessary for and conducive to the validity and enforceability of such a security interest.

15 Warranty

1. The Ordering Party's rights arising from product defects require that the Ordering Party inspect the delivered products promptly after having received them – if reasonable also by test processing or test usage – and that the Ordering Party inform Waldmann in writing of any recognisable defects or defects that become obvious during inspection without delay, and no later than two weeks from receipt of the products. Any detected hidden defects have to be notified in writing to Waldmann without undue delay. Before incorporating delivered products in other objects or attaching delivered products to any other object, the Ordering Party shall carry out a simple function test. Such notification to Waldmann has to con-

tain a written description of such defects. As regards planning, construction, assembly, connection, installation, putting into operation, operation and maintenance of the products, the Ordering Party's claims for defects, moreover, require compliance with any standards, notes, guidelines and conditions within the technical notes, assembly instructions, operating instructions, operating manuals, planning guidelines and any other documentation of the respective products, in particular that maintenances be carried out properly and verified and that the recommended components have been used.

2. In the event of a resale of the delivered goods, the Ordering Party is obliged vis-à-vis Waldmann to agree to the requirements set forth in paragraph 1, also in relation to their customer. This shall not apply if the Ordering Party's customer is a consumer. If the Ordering Party violates the obligation according to sentence 1, any claims for recourse by the Ordering Party against Waldmann shall be excluded.

3. In the event of product defects, Waldmann is entitled, by its own choice, to rectification either by remedying the defect (repair) or by providing a defect-free product (replacement). Waldmann will be obliged to bear any expenses associated with such repair or replacement, including, but not limited to, any transport, road, labour and material costs provided such costs are not increased by the fact that the products have been moved to a location other than the delivery address. Expenses for removing a built-in defective product and incorporating or attaching a repaired product or replacement part shall only be replaced by Waldmann if the defect was not recognisable during the function test carried out before incorporation or attachment. Any labour and material costs claimed by the Ordering Party in this regard are to be charged at cost price without profit share. Required expenses for dismounting and mounting shall only be replaced insofar as the total amount is not unreasonable. To determine the reasonable limit, the value of the delivered product in faultless state, in particular, and the significance of the defect (e.g. functional or optical defect) shall be considered. Replaced products and parts become property of Waldmann and shall be returned to Waldmann.

4. Should Waldmann refuse or not be able to provide rectification, the Ordering Party is free to rescind the contract or reduce the delivery price, without prejudice to any other rights. The same applies if the supplementary performance fails, cannot reasonably be expected to be accepted by the Ordering Party or is delayed beyond reasonable deadlines for reasons Waldmann is not responsible for.

5. Any right of rescission in accordance with paragraph 4 due to minor defects is excluded. An Ordering Party's right of rescission is also ruled out if the Ordering Party is unable to return the service received and that this is not due to the fact that the return is impossible due to the nature of the service received, or that Waldmann is responsible for it, or that the defect only became apparent during the processing or remodelling of the products. Nor shall there be a right of rescission if Waldmann is not responsible for the defect and if the Ordering Party has to pay compensation for the value instead of the return.

6. No claims for defects may be asserted for defects resulting from normal wear and tear, in particular in the case of wearing parts, improper handling, installation, use or storage or improperly executed modifications or repairs to the products by the Ordering Party or by any third parties. The same also applies to any defects which have to be attributed to the Ordering Party or have been caused by any technical circumstances other than the original defect.

7. Claims by the Ordering Party for reimbursement of expenses instead of damages in lieu of performance are ruled out unless a reasonable third party would have also incurred the same expenses.

8. Waldmann does not furnish any warranties, in particular of quality or durability, unless otherwise agreed in writing in a given case.

9. Warranty claims and rights by the Ordering Party – except for the rights and legally protected rights specified in Section 309 (7) a and b of the German Civil Code (BGB) – shall be statute-barred 12 months after delivery. This does not apply if the law prescribes a longer period in accordance with Section 438 (1) (2) (buildings and items for buildings) and in the event of intent, gross negligence, fraudulently concealed defects or a warranty. A statement by Waldmann regarding any of the claims for defects asserted by the Ordering Party shall not be deemed an initiation of negotiations about the claim or the circumstances the claim is based on provided the claim for defect by Waldmann is rejected in its entirety.

10. As far as Waldmann's responsibility is excluded or restricted, this shall also apply to the personal liability of the employees, representatives and authorised agents of Waldmann.

16 Product Liability

1. The Ordering Party shall not modify the products in any way, and shall in particular refrain from modifying or removing any existing warning notices regarding the risks associated with improper use of the products. In the event of violation, the Ordering Party will indemnify Waldmann against any and all third-party product liability claims inter se, unless the Ordering Party is not responsible for the non-conformance on which the liability claim is based.

2. Should a defect in the products prompt Waldmann to arrange for a product recall or product alert, the Ordering Party shall, in accordance with the statutory provisions and to the best of its ability, cooperate with such measures as Waldmann deems necessary and expedient, and in particular with determining the necessary customer data. The Ordering Party shall bear the costs of the product recall or warning unless the Ordering Party is not responsible for the product defect and the damage that has occurred in accordance with product liability law. Any further claims by Waldmann shall remain unaffected.

3. The Ordering Party shall inform Waldmann immediately and in writing of any risks associated with the use of the products and any product defects made known to the Ordering Party.

III. Special Conditions for Installation, Maintenance and Repair

17 Scope

The Special Terms and Conditions for Installation, Maintenance and Repair shall apply in addition to the General Terms and Conditions for all contracts between Waldmann and the Ordering Party for the provision of installation, maintenance and repair services (hereinafter collectively referred to as "Services").

18 Ordering Party's Duty to Cooperate

1. The Ordering Party is required to provide all acts of cooperation that are reasonable for them, and necessary for the execution of the services.



2. The duty to cooperate includes, in particular, the protection of Waldmann's service employees and property at the place of use, the guarantee of proper and reasonable working conditions, and the provision of the necessary aids and personnel.

19 Rights of the Service Employee used by Waldmann

The service employee used by Waldmann is only authorised to provide information on technical matters concerning Waldmann's products. He is not authorised to make legally binding declarations or to accept payments.

In urgent cases, the service employee will work overtime to the extent permitted by law. The Ordering Party is not authorised to require the service employee to work further overtime.

20 Conditions for the Installation of Luminaires at a Fixed Price

1. The installation of luminaires at a fixed price includes the following services:

- Travel to and from and any overnight accommodation;
- Unloading of the luminaire parts packed by the manufacturer;
- Transportation of the packaging units to the specified central place of installation or the intended location of the luminaire;
- Unpacking of the luminaire parts at the specified central place of installation or the intended location of the luminaire;
- Installation of the luminaire parts at the specified central place of installation or the intended location of the luminaire;
- Transportation of the luminaires to the place of use in accordance with the approved distribution plan or list if the luminaires were mounted at a central place of installation;
- Table-adapted luminaires: attachment of the luminaires to the desk using the adapters included in the delivery;
- Establishment of the power connection according to on-site conditions and function test;
- Final acceptance of the luminaires, including detailed documentation of any complaints;
- Return and/or disposal of the packaging waste;
- Leaving the place of use in a well-swept state

2. Activities that are not included in the installation of luminaires at a fixed price and any delays in the work sequence, in particular waiting times, will be invoiced separately by Waldmann according to the hourly rates and surcharges set out in the price list for services. This shall not apply if Waldmann is responsible for the delay.

3. One week before work is due to commence at the latest, the Ordering Party must provide Waldmann with the information on the place of use, the approved distribution list, and the approved execution plan. The building where the luminaires are to be fitted must be open and freely accessible during the delivery and installation period. All access routes must be available without restrictions. The distance from the parking space for the delivery vehicle to the entrance to the building for the luminaires must be no more than 15 metres. The transportation routes outside and inside the building for the luminaires must be sufficiently dimensioned for the delivered packaging units, and must be available without restrictions during the delivery/distribution of the luminaires. In the case of multistorey buildings, an adequately-sized indoor elevator must be available without restrictions during the delivery/distribution of the luminaires. A sufficiently large, lockable room must be made available on the ground floor of the building for the luminaires as the central place of installation. The rooms/places of use must be prepared and freely accessible for the installation of the luminaires. For table-adapted luminaires, the desks must be cleared, freely accessible, and the adaptation point marked. A power connection must be available and freely accessible within the range of the connection cable for each luminaire.

21 Conditions for Maintenance and Repair Orders

1. The Ordering Party shall deliver the products to be maintained or repaired at its own cost and risk promptly to the address specified by Waldmann and promptly collect them after maintenance or repair work has been completed, and Waldmann notified that the products are ready for collection. If it has been agreed that Waldmann will collect the products to be maintained or repaired or that the maintenance or repair will be carried out on the Ordering Party's premises, travel costs and costs for installation and mounting shall be charged separately. In this case, the Ordering Party is obligated to facilitate free access to the products to be maintained or repaired.

2. Waldmann shall only provide an estimate for a repair order if the Ordering Party orders this separately in writing. The estimated cost of repair is non-binding. Waldmann shall carry out the repair unless the Ordering Party rejects the estimate in writing within 14 days of the date of the estimate.

3. If a fixed-price agreement has been concluded, Waldmann will issue a separate invoice in the event of delays in the work sequence, in particular waiting times, according to the hourly rates and surcharges set out in the price list for services, which is available at www.waldmann.com/agb. This shall not apply if Waldmann is responsible for the delay.

22 Acceptance

1. The Ordering Party is obliged to accept the services rendered. Services for which a handover may take place on completion shall be accepted by the Ordering Party after completion and handover. If a handover is not possible to the nature of the service rendered, the Ordering Party shall accept the service rendered after completion and written notification of completion.

2. Acceptance shall be deemed to have taken place after two weeks have elapsed since the handover or written notification of completion of the services rendered.

3. Upon acceptance, Waldmann's liability for recognisable defects ends, unless the Ordering Party has reserved the right to assert them in writing at the time of acceptance.

23 Warranty

1. Claims and rights for defects on the part of the Ordering Party shall be governed by statutory provisions.

2. Warranty claims and rights of the Ordering Party – except for the rights and legally protected rights set forth in Section 309 (7) a and b of the German Civil Code (BGB) – shall be statute-barred from 12 months after acceptance. This shall not apply if the law prescribes a longer period in accordance with Section 634a (1) (2) (buildings and items for buildings) of the German Civil Code and in the event of intent, gross negligence, fraudulently concealed defects or a warranty. A statement by Waldmann regarding any of the claims for defects asserted by the Ordering Party shall not be deemed an initiation of negotiations about the claim or the circumstances the claim is based on provided the claim for defect by Waldmann is rejected in its entirety.

24 Termination

If the Ordering Party exercises its right of termination in accordance with Section 648 p. 1 of the German Civil Code, Waldmann may demand 15% of the agreed remuneration as a lump sum if Waldmann has not yet begun to carry out the contract. If Waldmann has begun to carry out the contract, the Ordering Party shall pay 80% of the agreed remuneration. The Ordering Party may still prove that the chargeable amount in accordance with Section 649 p. 2 of the German Civil Code is greater than the amount of the above lump sums.

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Geschäftsführer Christoph Waldmann,
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Deutsche Bank AG
Commerzbank AG
BW Bank

BIC	IBAN
PBNKDEFF	DE93 6001 0070 0061 6017 09
SOLADES1VSS	DE73 6945 0065 0001 3012 17
GENODES1TUT	DE48 6439 0130 0159 3900 01
GENODE61V51	DE46 6949 0000 0022 7601 06
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