

General Terms & Conditions

1. Applicability

1.1 Our contracts (hereafter referred to as "GT" (general terms)) shall only apply to companies, legal persons under public law, or special funds under public law, in the sense of § 310 (1) of the German Civil Code (Bürgerliches Gesetzbuch). **1.2** The general terms of our customers are hereby rejected. Deviations from our GT must be approved by us in writing. **1.3** Our GT may be found on and printed from our website at any time.

2. Contract Conclusion

Our offers shall remain non-binding. Orders only become binding to us if we accept them through order confirmations or fulfill them by sending goods or performing services. Should no order confirmation be issued by us, the contract shall be regarded as rejected. Oral side-agreements require our written approval to be effective.

3. Offer Documents

We shall maintain the ownership rights and copyrights to all illustrations, calculations, drawings or other documents. These documents may not be provided to third parties, unless we provide written approval to the customer.

4. Ordering Information and Privacy Statement

4.1 Orders, including details about any concluded contracts, will be saved by us. **4.2** Customer data, such as name, address, telephone or fax number, or email address, are merely used to fulfill the order and any other contractual customer relationship. Data is not provided to third parties. **4.3** Our privacy policy follows the German Data Protection Act (Bundesdatenschutzgesetz) and the German Telemedia Act (Telemediengesetz) as well as the provisions of the European General Data Protection Regulation (GDPR).

5. Prices

5.1 Using contact forms on the pages and sub-pages of our websites fiberstore24.com and fionec.com/fiberstore24, requests for quotation can be sent to us. All prices stated on the beforementioned websites are for referential purposes only. Only the prices set out in our Offer Confirmations are legally binding for the duration of the period specified in this document. **5.2** All prices

apply ex works Aachen, excluding packaging and transportation costs and plus VAT in the respective valid amounts. Prices valid on the day of delivery or of the service shall apply, unless a fixed-price agreement was confirmed by us in writing.

5.3 All prices shall be in Euros only. For deliveries outside of the Federal Republic of Germany, the customer shall cover any additional expenses, e.g., bank fees, document costs, customs duties, etc.

6. Payment

6.1 For new customers, principally, only advance payments can be accepted. Customers with whom we have an existing business relationship shall receive invoices.

6.2 For customers situated abroad or with justified non-payment risks, we reserve the right to withhold deliveries until all payments and additional costs stated in 5.2 have been received.

6.3 Invoices become due within 14 days upon receipt without deductions, unless stated otherwise in writing. Special rates, particularly discounts, require special agreements. Payments must be transferred free of charge to our payment office and are only considered received to the extent that our bank allows us free disposition over them. Checks or bills of exchange are not accepted.

6.4 We shall charge interest of 8% above the base interest rate for exceeding a payment deadline, while reserving the right to claim additional damages.

6.5 Should the purchaser fail to make payments according to the above agreement, we shall be entitled to revoke the contract and claim damages.

6.6 Only undisputed or legally established claims entitle the purchaser to offset or retain any payments. Claims against us may not be assigned.

7. Delivery and Acceptance

7.1 Delivery and service deadlines shall only be binding to us if expressly agreed to in writing. All other deadlines are non-binding and may be exceeded within reason (approximately 4 weeks).

7.2 Delivery deadlines will be determined when an order leaves our warehouse.

7.3 Our delivery obligations are subject to timely and correct deliveries by our suppliers. However, this does not apply if we are at fault for incorrect or late deliveries.

7.4 Delivery and service deadlines may be extended in the event of labor disputes, especially strikes and lockouts, or unforeseen circumstances beyond the control of the supplier, if such circumstances significantly influence the completion or delivery of the object or the service. This also applies if such circumstances occur at our suppliers.

7.5 If such circumstances are not merely temporary, both parties are entitled to revoke the contract. Damage claims are excluded in such cases.

7.6 Partial deliveries and

partial invoices are acceptable within reason. Partial invoices must be paid according to our payment terms. **7.7** In case of delivery delays, our liability in cases of simple negligence shall be limited to 0.5% per completed week of delay, but shall total no more than 5% of the invoiced amount for the part of delivery affected by delay. Clause 13 shall apply for damage claims. **7.8** The customer is obliged to accept any delivered goods. In case of non-acceptance, we are entitled to pursue all legal remedies. Should we claim damages from the customer, these shall constitute 30% of the purchase price. Damages may be estimated as higher or lower if the seller can prove higher or the buyer can prove lower damages were incurred.

8. Passing of Risk

8.1 Risk shall be passed to the purchaser at the latest when the parts are sent, even if partial deliveries are made or the forwarder has contracted other services. The customer shall bear the risk of accidental loss or destruction. **8.2** Should delivery be delayed due to circumstances for which the purchaser is responsible, risk shall be transferred to the purchaser from the date that delivery becomes possible. **8.3** Transportation insurance requires a special agreement and the costs thereof will be invoiced to the customer. **8.4** Our deliveries shall be made ex works Aachen (Incoterms® 2010). This shall also apply if we assume additional services, e.g., shipping costs.

9. Product Information, Manufacturer Warranties

The technical specifications, texts, and illustrations on our websites fionec.de/fionec.com and fiberstore24.de/fiberstore24.com and respective sub-pages merely provide general overviews and rely on information provided by the manufacturers. The information provided offers no guarantee from the fionec GmbH. Reasonable deviations may occur in cases of doubt, the current data sheets of the manufacturers are applicable.

10. Reservation of Title

10.1 Sold goods shall remain our property until the purchaser provides all payments claimable from the business relationship. **10.2** Reservation of title shall also extend to the full value of all products resulting from the processing, combining, or connecting of our goods, whereby we shall be considered the manufacturers. Should third party property rights exist after the processing,

combining, or connecting of our goods, we shall acquire co-ownership in relation to the invoice value of these processed goods. **10.3** The purchaser may dispose of the goods in the ordinary course of business, if he has no outstanding payments to us. Pledging or transferring retained goods is not permitted. **10.4** The purchaser already surrenders any claims against third parties from re-sales in full, or to the extent that we possess co-ownership, to us as a security. The purchaser is entitled to deduct these claims from our invoice until they are revoked or he ceases payment to us. **10.5** Third-party access to our goods and claims must be reported to us immediately by the purchaser by registered post. **10.6** In case of contractual violations by the customer - particularly in cases of outstanding payments - we may reclaim the retained goods at the customer's expense. The customer shall therefore surrender his claims for return against third parties to us. **10.7** Exercising a reservation of title shall not constitute a revocation of the contract.

11. Defect Rights

11.1 Violations of third-party rights only constitute defects if their property rights are in the Federal Republic of Germany. **11.2** Defects detectable upon proper inspection (open defects) must be reported in writing within 8 business days upon receipt of the goods. The reporting period for hidden defects begins upon their discovery. **11.3** Damages to transportation packaging and obvious transportation damages must be immediately reported to and, if possible, confirmed by the transporter.

12. Warranty

12.1 The warranty period for all new devices and systems sold, and for services rendered follows statutory regulations, unless otherwise agreed to in writing. However, it shall not extend to consumables or wear parts. **12.2** For valid complaints, we shall, at our choosing, either correct the defects or supply goods without defects. Only after failure to correct the defects or the renewed delivery of defective goods is the customer entitled to demand any price reductions. In cases of considerable defects, the customer is entitled to revoke the contract and/or claim damages according to Clause 13. **12.3** The purchaser is obliged to provide us with the opportunity to correct any defects. Should he refuse, we shall be released from our warranty obligations. If the customer has disregarded the instruction manual when using the goods and/or has altered or repaired the goods, he is obliged to prove that this was not the cause of the defects. **12.4** The

prescription period for defect claims is 12 months following the transfer of risk. However, this shall not apply if we are liable for personal damages, breach our obligations negligently or with intent, maliciously conceal defects, assume more extensive warranties, or if an extended prescription period is legally required.

13. Compensation for Damages

13.1 We shall only be liable for damages, irrespective of legal grounds, in cases of intent or gross negligence, when warranted properties exist or contractual fulfillment is threatened by the violation of an essential contractual obligation. In as far as is legally permitted our obligation to pay compensation for damages is limited to the invoice value of the goods directly affected by the damage inducing event. **13.2** Damage claims shall prescribe one year after the customer attains knowledge of the damage and his compensation obligations, or should have attained such knowledge without gross negligence.

14. Miscellaneous

14.1 The customer may not assign individual rights of this contract or the contract as a whole to third parties (excluding assignments of financial claims in terms of § 354a of the German Commercial Code (Handelsgesetzbuch), unless we provide written permission. **14.2** This contract and the legal relationship between the parties shall be subject to the laws of the Federal Republic of Germany, excluding the UN Sales Convention (CISG). **14.3** The place of fulfillment and the exclusive jurisdiction for all disputes arising from this contract shall be our registered office, insofar as the customer is a merchant. However, we are also entitled to file a suit at the registered office of the customer.

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