

GENERAL TERMS AND CONDITIONS OF BUSINESS (Terms and Conditions of Sale and Delivery – last modified 7/2022)

Sunparadise Alutechnik Vertriebs GmbH, Sägestrasse 7a, 87538 Fischen (Germany) (“**Sunparadise**”) sells exclusively to specialist partners (i.e. processors, resellers and similar customers who are entrepreneurs within the meaning of section 14 of the German Civil Code (*Bürgerliches Gesetzbuch* – BGB) (“**Buyers**”) in accordance with the following General Terms and Conditions of Business (“**Terms**”).

1. General information

- 1.1 These Terms apply exclusively to Buyers in the aforementioned sense for all legal relationships (quotations, negotiations and contracts) between Sunparadise and the Buyer with regard to deliveries of products or works (“**Deliveries**”) and/or provision of services by Sunparadise (“**Services**”).
- 1.2 The Terms apply exclusively. Any deviating, conflicting or supplementary general terms and conditions of business of the Buyer will only become part of the contract if and to the extent that Sunparadise has expressly agreed to their validity in writing. This requirement to obtain consent will also apply in particular if Sunparadise provides the Deliveries and/or Services to the Buyer without reservation, with knowledge of the general terms and conditions of business of the Buyer.
- 1.3 Any amendments and additions must be made in writing and signed by the Buyer and Sunparadise to be legally valid. Oral side agreements are not binding.
- 1.4 If a party refrains from asserting a right to which it is entitled, this will not be deemed to be a waiver of that right or any of its other rights. If one party, e.g. out of goodwill, provides more than it is contractually obliged to do, the other party cannot derive any claims from this.
- 1.5 Should one or more provisions of these Terms prove to be invalid, void or unenforceable, the validity, effectiveness and enforceability of the remaining provisions will not be affected thereby. The invalid, void or unfulfilled provisions will be replaced by those valid, effective and fulfillable provisions that come closest to the originally intended provision with regard to their contents, provided that non-mandatory law is not available.

2. Conclusion of contract and scope

- 2.1 The quotations from Sunparadise are free of charge and subject to change, unless otherwise agreed in writing.
- 2.2 The Buyer’s orders will be deemed to be binding offers for the conclusion of a contract. Unless otherwise specified in the order, Sunparadise is entitled to accept the offer within five (5) working days after submission. The offer can be accepted by (a) a written confirmation from Sunparadise that Sunparadise accepts the order (order

confirmation), (b) the dispatch of the goods by Sunparadise to the Buyer or (c) the start of production of the goods by Sunparadise, whichever occurs first. The Buyer is obliged to check the order confirmation carefully and promptly. Any deviations of the order confirmation from the order must be communicated to Sunparadise in writing or by email within three (3) working days of receipt of the order confirmation. Otherwise, they will be considered accepted. Sunparadise will point this out to the Buyer again in the order confirmation.

2.3 In the case of wintergardens and other metal structures (“**Objects**”), the Buyer will first issue Sunparadise with a planning order regarding the Object before ordering the goods, which includes in particular commissioning Sunparadise to prepare the technical drawings for the Object concerned (“**Construction Overview Drawing**”). If the Buyer then orders the Object in accordance with the Construction Overview Drawing and Sunparadise confirms the order in accordance with clause 2.2 of these Terms, this one-time planning of the system design will be deemed included in the order value. If, however, the Buyer does not order the Object or if the Buyer applies for plan changes or planning services beyond the system design, Sunparadise will be entitled to invoice the time spent by it on this planning at the hourly rate in accordance with the price list in force at the time of commissioning.

2.4 Sunparadise is authorised to make changes to the agreed products and/or works at any time, provided that the changes are reasonable for the Buyer taking into account the interests of Sunparadise, i.e. in particular lead to an improvement of the agreed products and/or works and do not result in a price increase.

3. Plans and documents, protection of performance results and products, contractual penalty, no assembly

3.1 The information contained in catalogues, brochures, circulars, advertisements, illustrations, price lists, technical and other documents, etc. of Sunparadise about weights, mass, capacity, price, performance and the like (as well as all information in online order portals of Sunparadise) is only relevant if and to the extent that Sunparadise expressly specifies this and refers to this information (e.g. in the order confirmation).

3.2 Any offers, plans, sketches, calculations, samples, illustrations as well as technical and other contractual and delivery documents always remain the property of Sunparadise under property law and its intellectual property and may only be used by the Buyer for the contractual purpose. Any further use, exploitation, reproduction or publication of the above documents by the Buyer requires the prior express consent of Sunparadise.

3.3 The intellectual property rights associated with Deliveries and/or Services of Sunparadise (including, without limitation, absolute intellectual property rights, business secrets, know-how, etc.) are exclusively the property of Sunparadise. The Buyer is prohibited from copying results from the Services of Sunparadise without the express consent of Sunparadise, from using them for itself or others or allowing them

to be used or making them accessible to others. The Buyer is furthermore prohibited from copying or reproducing the products and/or works of Sunparadise or having them copied or reproduced.

- 3.4 Any culpable breach of the above obligations arising from clauses 3.2 and 3.3 represents the breach of a material contractual obligation by the Buyer and entitles Sunparadise to claim a contractual penalty appropriate to the culpable breach of duty at the discretion of Sunparadise. The Buyer is entitled to have the value of the contractual penalty reviewed by the competent court as specified in the contract. If the court finds that the contractual penalty is inappropriate, the competent court is entitled to set the penalty at an appropriate amount. For breaches that were committed intentionally, the plea of continuation of offence is excluded. Payment of the contractual penalty does not release the party from compliance with this contract. Claims for damages in addition to this remain unaffected. Any contractual penalty paid will be offset against any claims for damages. The contractual penalty represents the minimum damage. Sunparadise is also entitled to all claims under injunctive relief or equity law that Sunparadise deems necessary or appropriate.
- 3.5 Goods of Sunparadise are construction products with CE labelling according to the Construction Products Regulation (EU) No 305/2011 and may only be used by the Buyer if the declared performance according to the Construction Products Regulation complies with the applicable legal requirements of the regional building codes or the laws issued on the basis of the regional building codes or other applicable national regulations for the intended use. Since Sunparadise does not carry out any assembly work for the Buyer and does not know and/or check the conditions of the end customer on site, it is the sole responsibility of the Buyer to determine which requirements the goods of Sunparadise must meet at the site of assembly for the specific use and which declared performance they must fulfil according to the Construction Products Regulation. The Buyer will observe and apply the relevant national regulations, in particular those under building law and building regulations, which apply on site. Pre-dimensioning of goods of Sunparadise, which Sunparadise carries out on the basis of information from the Buyer, is only used for orientation of the Buyer and is non-binding. This applies in particular to the determination of whether the Sunparadise's goods meet the building code requirements for the intended use of the Buyer or its end customers at the assembly location. The non-binding pre-dimensioning does not replace the responsibility and activity of the construction supervisor in accordance with the relevant national regulations at any stage of order processing, from the measurement to the acceptance of the construction. The Buyer placing the order is responsible for the accuracy of the dimensions taken by the Buyer for the pre-dimensioning and for checking the order confirmation. The non-binding pre-dimensioning does not involve any explicit or implicit warranty (in particular with regard to the suitability of the goods for a specific purpose) and/or liability commitment of Sunparadise.

4. Prices

- 4.1 Unless otherwise agreed, all prices apply net, DDP (Incoterms® 2020) to the contractually agreed destination and are exclusive of VAT.
- 4.2 Should there be significant increases in material or transport costs between the time of conclusion of the contract and delivery, Sunparadise will be entitled to adjust the prices to be paid on the basis of this contract at its reasonable discretion to reflect the development of material and/or transport costs. A corresponding price increase can be considered if the costs for material and/or transport increase by 5% or more. The Buyer will be notified of the price adjustment on a durable medium in readable form ("text form". In the event of a price change, the Buyer has the right to terminate the contract within five (5) working days. Withdrawal must be made in writing. The Buyer will be informed of this by the Buyer separately in the price change notification.
- 4.3 If no price was specified in the individual case at the time of conclusion of the contract, the prices in the current price list at the time of conclusion of the contract will apply (available on the Sunparadise website).
- 4.4 Minor rounding differences may result between the price list and the amount shown in the invoice for system-related reasons (EDP system), which are accepted by the Buyer.

5. Terms of payment

- 5.1 Payments must be made to the specified account in accordance with the agreed terms of payment, without any deductions such as discounts for early payment, expenses, taxes and fees. Unless different payment dates have been agreed in accordance with a written order confirmation by Sunparadise, the entire price is to be paid within thirty (30) days of the invoice date.
- 5.2 Setting off and crediting towards counterclaims of the Buyer or the assertion of rights of retention by the Buyer is only permitted if the counterclaims are undisputed or legally established. In the event of defects in the delivery, the Buyer's counter-rights remain unaffected.
- 5.3 The payment deadlines must also be complied with if a relatively minor part of the service is missing or if relatively minor rework proves necessary which does not make the use of the Deliveries impossible.
- 5.4 If the Buyer is late remitting an agreed payment or other performance, Sunparadise is authorised without restriction of its legal rights, (a) to suspend the further execution of the contract and to postpone the performance of its own obligations until the payment in arrears or other performance have been rendered or (b) to terminate the contract entirely (if required by law, only after setting a grace period) and to claim compensation for damages and (c) to provide future Deliveries and Services only against advance payment by the Buyer.

5.5 If the Buyer does not comply with the agreed payment dates, the Buyer will be in default at the end of the relevant payment date. Interest will be payable on the price during the delay at the statutory default interest rate applicable at the time. Sunparadise reserves the right to claim compensation for further damage. This without prejudice to Sunparadise's right to claim interest from the due date at the rate applicable in commercial transactions between merchants in its dealings with merchants.

6. Retention of title

6.1 Sunparadise will retain ownership of all items delivered by Sunparadise until full payment of all claims arising from the contract and the ongoing business relationship with the Buyer ("**Secured Claims**").

6.2 The Buyer is obliged to cooperate in measures which are required to protect the property of Sunparadise; in particular, the Buyer authorises Sunparadise to take all necessary measures from the time of the conclusion of the contract at the Buyer's expense that are necessary for upholding the retention of title, such as, for example, an entry or reservation of the retention of title in the retention of title register or in other relevant public registers, books or the like in accordance with the relevant state laws and to fulfil all formalities in this regard.

6.3 The Buyer will maintain the delivered items at its own expense for the duration of the retention of title and will sufficiently insure them against theft, breakage, fire, water and other risks at replacement value in favour of Sunparadise.

6.4 If the goods subject to retention of title that were delivered by Sunparadise are processed, combined or inseparably mixed with other items, the retention of title will extend to the products resulting from the processing, mixing or combination of the reserved goods that are delivered at their full value, with Sunparadise being deemed to be the manufacturer. If, in the event of processing, mixing or combining with other items, the ownership right of a third party to these other objects remains, Sunparadise will acquire, as far as legally possible, co-ownership of the new items in proportion to the invoice value of the reserved goods delivered by Sunparadise compared to the invoice value of the other items used. In all other respects, the same applies to the resulting product as to the goods delivered under retention of title.

6.5 If the Buyer resells the goods delivered under retention of title, it is obliged to inform its end customers about the existence of the retention of title and to provide Sunparadise with proof of this upon request.

6.6 The Buyer may further process and sell the goods delivered under retention of title in the context of a transaction in the ordinary course of business as long as Sunparadise's retention of title of to the items in accordance with these Terms is maintained or the rights of Sunparadise in accordance with these Terms continue to be safeguarded. The Buyer is only authorised to further process and resell until further notice. Other

transfers, assignment by way of security, pledging and similar measures are not permitted by the Buyer. In particular, the items subject to retention of title may not be pledged to third parties or assigned as collateral before full payment of the Secured Claims. In addition, the Buyer must notify Sunparadise without delay in writing if an application for the opening of insolvency proceedings is filed or if third parties take steps to access (e.g. attachments) the items belonging to Sunparadise.

- 6.7 If the retention of title cannot be legally maintained if the delivered goods subject to retention of title are resold, the Buyer already now assigns all claims (with all ancillary rights, securities and retentions of title) to Sunparadise that it incurs from the resale against third parties until the repayment of all claims of Sunparadise. Sunparadise hereby accepts this assignment. If Sunparadise is merely the co-owner of the products being sold, the assignment of the resulting receivable will only take place up to the amount that corresponds to the value of the co-ownership share of Sunparadise.

Sunparadise authorises the Buyer to collect the claim assigned to Sunparadise for the account of Sunparadise in its own name until further notice. A revocation of this authorisation is only permissible if the Buyer has not duly fulfilled its obligations under this contract, in particular its payment obligations, becomes insolvent or insolvent, has filed an application for the opening of insolvency proceedings or such an application was rejected due to lack of assets. In the event of revocation of the authorisation to collect the claims of Sunparadise, the Buyer must inform the debtor about the assignment of the claim to Sunparadise.

- 6.8 The Buyer's right to dispose of the reserved goods, process them or collect the assigned receivables will also expire without express revocation if insolvency proceedings are opened over the Buyer's assets or they are rejected due to lack of assets, in the event of suspension of payments, in the event of an application for the opening of insolvency or bankruptcy proceedings by the Buyer or in the event of the insolvency or over indebtedness of the Buyer. In these cases and in the cases of the second paragraph of clause 6.7, Sunparadise (if required by law, after setting a grace period) is entitled to terminate the contract with the consequence that Sunparadise may accept the reserved goods again. The Buyer is obliged to hand over the goods subject to retention of title. The proceeds from each realisation of the reserved goods will be credited to the Buyer (less the realisation costs) against its obligations towards Sunparadise.

- 6.9 In the event of revocation of the authorisation to collect the assigned claims, the Buyer is obliged to disclose to Sunparadise directly in writing against which third parties claims from assigned rights exist in what amount. In addition, Sunparadise may require that the Buyer provide all other information required for collection and hand over the associated documents.

7. Delivery and shipping

- 7.1 The delivery dates specified by Sunparadise are non-binding unless they have been expressly confirmed in writing by Sunparadise as a “binding delivery date”.
- 7.2 Compliance with the delivery deadlines and delivery dates of Sunparadise requires the timely and proper fulfilment of existing and due obligations of the Buyer. This includes, in particular, clarifying of all questions relevant to the order concerning the Buyer’s circumstances, such as in particular technical questions and payment of any amounts due when ordering as well as the provision of any collateral and obtaining any necessary official permits. Furthermore, the Buyer must provide Sunparadise with all documents and data required for performance of the contract in good time or on the agreed delivery date and in an appropriate form.
- 7.3 Subject to the fulfilment of clause 7.2, the delivery period commences as soon as the contract has been concluded in accordance with clause 2.
- 7.4 The delivery period will be extended appropriately or the delivery date will be postponed if
- (a) Sunparadise does not receive information that Sunparadise requires from the Buyer for the execution of the order or does not receive such information in a timely manner or if the Buyer subsequently modifies the information and thus causes a delay in delivery, or
 - (b) the Buyer is in arrears with the performance of an obligation under the contract, in particular if it does not comply with the payment conditions or
 - (c) Sunparadise is prevented in whole or in part by force majeure from carrying out the delivery, irrespective of whether such obstacles arise at Sunparadise, the Buyer or a third party. Force majeure is an event that is external to the company and is caused by elementary forces of nature or by actions of third parties, which is unforeseeable according to human insight and experience, and which cannot be prevented or rendered harmless by the extreme due diligence reasonably expected according to the circumstances and also cannot be accepted by the affected party due to its frequency. These include, for example and without limitation, natural events, war, epidemics, pandemics, terrorist acts, political unrest, sabotage, fire, explosion, significant operational disruptions, accidents, external labour disputes, delayed or faulty supplies by upstream suppliers, lack of raw materials or energy, official measures or omissions, embargos, unforeseeable transport and similar transport obstacles.
- 7.5 The Buyer may only request that Sunparadise deliver six (6) weeks after a non-binding delivery date or non-binding delivery period has been exceeded. This deadline for the delivery request will be shortened to ten (10) days for products and plants that are

available at Sunparadise or otherwise already produced. Sunparadise is in default when the request is received.

7.6 If the Buyer wishes to terminate the contract for reasons of default by Sunparadise, it must first set Sunparadise a reasonable additional deadline for delivery after the expiry of the relevant time limit pursuant to clause 7.5, first or second sentence of this section, unless such a time limit is unnecessary pursuant to section 323(2) German Civil Code.

7.7 Claims for damages by the Buyer due to delay in the Deliveries or Services are excluded. This does not affect the provision regarding liability according to clause 9.

8. Warranty

8.1 Sunparadise provides a warranty exclusively in accordance with the following provisions. There are no further warranty claims and rights of the Buyer due to defects, except for those expressly mentioned in this clause 8.

8.2 Sunparadise guarantees that the Objects delivered will not have any material defects already existing at the time of the transfer of risk due to poor material, defective construction and defective design and that the Objects delivered will have characteristics expressly assured in writing, that the agreed assembly will be carried out properly, that assembly instructions will be free from errors and that no other items or insufficient quantities will be delivered.

8.3 Certain properties are only deemed to be assured by Sunparadise if Sunparadise has expressly confirmed this in writing in the order confirmation. The guarantee is valid until the expiry of the warranty period at the latest.

8.4 The right to provide products and/or works containing deviations in terms of their dimensions, equipment and material as well as minor colour deviations or the like that are customary in commercial practice and/or due to technical manufacturing conditions is reserved and these will not be considered defects, provided that the deviations are reasonable for the Buyer taking into account the interests of Sunparadise.

8.5 Warranty claims of the Buyer require that it has fulfilled its statutory obligations to inspect and give notice of defects (sections 377 and 381 German Commercial Code (*Handelsgesetzbuch* – HGB)). In the case of building materials and other goods intended for installation or other further processing, an inspection must be carried out immediately before processing in all cases. The Buyer must inspect the Deliveries and Services immediately after delivery. If a defect is identified at the time of delivery, inspection or at any later point in time, Sunparadise must be notified of this without delay in writing. In any case, obvious defects in connection with the delivery of glass components must be notified to Sunparadise in writing and reported in detail (with an image if possible) within twenty-four (24) hours of receipt and other obvious defects within three (3) days of receipt. Later hidden defects that emerge must be the subject

of a complaint and reported in the same way without delay after they are discovered. If the Buyer fails to carry out the proper inspection and/or notification of defects, the liability of Sunparadise for the defect that is not reported or not reported in a timely manner or in an improper manner is excluded in accordance with the statutory provisions.

- 8.6 If Sunparadise is obliged to provide a warranty to the Buyer, Sunparadise is free to carry out improvements or replacement delivery. The Buyer must grant Sunparadise the necessary time and opportunity for supplementary performance, in particular to hand over the rejected goods for inspection purposes. The supplementary performance does not include either removing the defective item or reinstalling if Sunparadise was not originally obliged to install it. Replaced parts become the property of Sunparadise, unless Sunparadise expressly waives this right.
- 8.7 The expenses required for the purpose of inspection and supplementary performance, in particular transport, travel, labour and material costs as well as, if applicable, removal and installation costs will be borne or reimbursed by Sunparadise in accordance with the statutory provisions if there is actually a defect. Otherwise, Sunparadise can claim reimbursement from the Buyer for the costs incurred from the unjustified request for rectification of defects (in particular inspection and transport costs), unless the lack of defectiveness was not discernible for the Buyer.
- 8.8 Sunparadise is entitled to make the subsequent performance owed dependent on the fact that the Buyer pays the purchase price due. However, the Buyer is entitled to withhold a proportion of the purchase price that is appropriate in relation to the defect.
- 8.9 If Sunparadise does not succeed in rectifying the product or providing a replacement delivery within a reasonable period of time, the Buyer may terminate the contract or reduce the price. However, there is no right of withdrawal in the event of an insignificant defect. All warranty claims are limited to the value of the defective product delivered by Sunparadise. This does not apply if Sunparadise is subject to unlimited liability pursuant to clause 9.
- 8.10 The warranty obligation of Sunparadise does not apply if
- the Buyer does not report the defects in accordance with clause 8.5 in a timely manner;
 - the delivered goods have been used, treated or processed by the Buyer, its customer or third parties in a changed form or improperly, or not as intended or contrary to instructions supplied with the goods, as well as in case of natural wear and tear, defective storage or maintenance, excessive use, unsuitable construction ground and for other reasons for which Sunparadise is not responsible.
- 8.11 Warranty claims against Sunparadise will become time-barred, unless otherwise prescribed by law, two (2) years from the delivery of the contractual item or the arrival

of the contractual item in the delivery warehouse agreed with the Buyer, depending on what occurs first. If the goods are a building or an item that has been used for a building according to its usual use and has caused its defectiveness (building material), the limitation period according to the statutory regulation is five (5) years from the time of delivery. Claims for damages by the Buyer pursuant to the first sentence and point (a) of the second sentence of clause 9.2 and clause 9.5 will lapse exclusively in accordance with the statutory limitation periods. There will not be any extension due to rectification of defects.

8.12 Claims of the Buyer for damages or compensation for futile expenses will only exist in the case of defects in accordance with clause 9 and are otherwise excluded.

9. Limitation of liability

9.1 Sunparadise will only be liable to the Buyer for damages in accordance with the following provisions.

9.2 Sunparadise is liable for wilful misconduct and gross negligence in the event of breaches of duty, regardless of the legal grounds. Subject to a more lenient standard of liability according to statutory provisions, Sunparadise will only be liable in the case of ordinary negligence for:

(a) damage arising from injury to life, body or health and

(b) damage arising from the breach of a material contractual obligation (obligation whose fulfilment enables the proper execution of the contract in the first place and the compliance with which the Buyer regularly relies and may rely on, such as the obligation to deliver the purchased product); in this case, however, the liability is limited to the compensation of the foreseeable, typically occurring damage.

9.3 The aforementioned limitations of liability also apply in the case of breaches of duty by legal representatives of Sunparadise or agents acting on its behalf.

9.4 The aforementioned limitations of liability do not apply if Sunparadise has provided a warranty for the quality of the products and/or works or fraudulently concealed the defect (section 444 German Civil Code).

9.5 Claims under the Product Liability Act (*Produkthaftungsgesetz* – ProdHafG) remain unaffected in all cases.

10. Termination

10.1 Sunparadise may terminate the contract by written notification or by notification by email or fax if

- Sunparadise, due to impairments by the Buyer or third parties or due to force majeure pursuant to clause 7.4 and other circumstances for which Sunparadise is not responsible, is permanently prevented from delivering or providing the service

or is prevented for a period of two (2) months or more, or is unable to deliver or provide Services in a timely or economical manner;

- unforeseen events for which Sunparadise is not responsible significantly change the economic significance or the contents of the Deliveries or Services of Sunparadise and thus make the delivery or service unreasonably difficult for Sunparadise;
- Sunparadise has doubts about the Buyer's ability to install the product professionally;
- the Buyer is in arrears with payments or there are objective reasons that make the Buyer's solvency appear to be uncertain. In this case, Sunparadise may also adjust the agreed payment conditions for the time being, in particular request payment in advance.

10.2 Insofar as the setting of a grace period is mandatory by law, Sunparadise may only terminate the contract after a reasonable grace period has elapsed without success.

10.3 In the event of termination of the contract pursuant to clause 10.1, Sunparadise is entitled to remuneration for the Deliveries and Services already provided. Claims for damages by the Buyer due to such a termination of the contract are excluded. The foregoing does not apply if Sunparadise is liable under clause 9.

11. Data protection

11.1 The parties undertake to comply with the applicable data protection provisions. Unless otherwise agreed, personal data obtained in connection with the contractual Services may only be processed for the execution of the contract and to the extent necessary for this.

11.2 Sunparadise may also transfer personal data for this purpose to third parties and to companies affiliated with Sunparadise domestically and abroad, provided that there is an appropriate level of data protection in accordance with the requirements of the GDPR.

11.3 Further information on data protection at the seller can be found in the data protection declaration on the Sunparadise website.

12. Place of jurisdiction, governing law

12.1 The place of performance for all obligations arising from the contractual relationship is 87538 Fischen, Germany, unless otherwise agreed (e.g. in the order confirmation).

12.2 The exclusive place of jurisdiction for all disputes arising directly or indirectly from the contractual relationship between the Buyer and Sunparadise as well as for all claims arising from the business relationship, including those arising from cheques and bills of exchange, is at the place of performance, provided the Buyer is a businessman, a legal entity under public law or a special fund under public law. The same applies if the

Buyer is an entrepreneur within the meaning of section 14 German Civil Code. However, Sunparadise is also entitled to take action against the Buyer at its general place of jurisdiction.

- 12.3 The laws of the Federal Republic of Germany apply to all contractual relationships between Sunparadise and the Buyer. The application of the UN Convention on Contracts for the International Sale of Goods (CISG) and international private law is excluded.