

General Terms of Business (GTB)

1. General

- 1.1. All purchase contracts are made with us and all services are based on these general terms of business. Alternative customer conditions, which we do not explicitly acknowledge in writing are non-binding with us, even if we do not explicitly contradict them in writing or verbally. These general terms of business apply as agreed to each individual contract as part of a current business relationship, including without explicit incorporation.
- 1.2. Verbal side arrangements require our written confirmation. Such written confirmations only become effective if issued by the management itself. Field sales reps, representatives, warehouse personnel, fitters and drivers etc. are not permitted to make verbal side arrangements or provide declarations on our behalf, which go beyond the written contract or make amendments to this written contract.
- 1.3. All amendments, side arrangements etc. must be made in writing. An agreement on deviation from the written form requirement must be made in writing respectively.
- 1.4. Copyright in all specifications and designs remain the property of the Company
- 1.5. Neither party shall be under any liability for such delay, loss or damage caused wholly or partly by act of God, governmental restriction condition or control or by any reason of any act done or not done pursuant to a trade dispute whether such dispute involves its employees or not by reason of any other act, matter or thing beyond its reasonable control.

2. Quotations

- 2.1. Quotations given by the Company can be withdrawn or revised at any time prior to acceptance by the Company of the Customers order.
- 2.2. All quotations supplied are valid for a period of three months only from the date of the quotation. Should an order be placed after the three month close date, a new quote & potentially a re-assessment may be necessary. Any price increases applied by the Company in that time will be reflected in the new quotation supplied.
- 2.3. The Company may at any time amend its prices to take into account changes in the costs of materials, labour, goods, carriage and any other overheads as the Company sees fit but will notify clients with outstanding orders in process.
- 2.4. Dimensions, weights, compositions, indications of quantities and other technical data stated by us should be understood with the standard tolerances. We reserve the right to make changes to the service at any time during the contract relationship, as long as this is reasonable acceptable to the customer under consideration of all circumstances. Quality improvements to the material, packaging and dimensions are permitted at all times.

3. Deliveries and Shipping Costs

- 3.1. The Company will endeavour to meet delivery dates as arranged, delivery dates are given as accurately as possible but cannot be guaranteed. The Customer shall not be entitled to cancel the order or to claim damages if the Company is not able to deliver on the delivery date arranged.
- 3.2. The delivery time extends accordingly if it is impossible for us to make delivery on the specified date and if the impossibility of this delivery is due to the inability of our supplier or if we are not supplied through no fault of our own. However, our reference to this agreement requires us to inform the customer promptly providing details of the reasons for the extension to the delivery time.
- 3.3. In the event of force majeure and other unforeseeable and exceptional circumstances that are beyond our control, e.g. operational disturbances, lack of transport means, authority intervention, energy supply difficulties etc. (including if they happen to sub-suppliers), the delivery time extends at an appropriate extent if we are prevented from promptly fulfilling our obligation. If the delivery or service becomes impossible or infeasible due to the specified circumstances, we shall be released from the delivery obligation. Should the delivery obligation last for longer than three months, the customer is entitled to withdraw from the contract.
- 3.4. If the customer delays acceptance of a delivery, we are entitled to store and charge the goods at the expense of the customer or use the goods for other purposes at our own discretion. A further claim to replacement of damages due to delayed acceptance is not affected by this.
- 3.5. Delivery costs within the UK will be charged as follows:
• Proportional delivery and packaging costs for shipments with an order value up to £500 will be charged at the following rates: Small packet £3, Medium packet £8, Large packet £12, Box £20, Pallet £45.

4. Shipment, Transfer of Risk, Place of Fulfilment and Transport Damages

- 4.1. The placement of fulfilment for all contractual obligations is the place of our delivery as detailed on the customer order.
- 4.2. The Customer must ensure the provision to the Company of adequate access to the point at which delivery is to take place, special access, arrangements & deliveries must be advised to the Company at the point of order and may incur an additional charge.
- 4.3. Goods delivered should be inspected before being signed for from the designated carrier; damaged goods should not be accepted but returned to the Company via the delivering carrier. The Company will not be held responsible for items damaged or delivery shortages unless notified within three working days of receipt to the delivery address
- 4.4. If no damage or shortage is reported against the order within three working days of delivery, then the goods shall be deemed to be in all respects in accordance with the contract and the Customer shall be bound to pay for the same accordingly.

5. Prices and Payment Terms

- 5.1. Unless otherwise agreed all purchases will require a valid quotation prior to being able to place an order, all quotations supplied are in pound sterling and exclusive of VAT.
- 5.2. VAT will be charged at the rate currently in force on all products and will be automatically added to invoices. VAT is only excluded from invoices when a VAT Exemption Form accompanies the purchase order or the order comes from a registered charity.
- 5.3. The goods will be delivered to new customers on an advance payment basis for the first three orders. For existing customers, the invoice amount is due 30 days after issue of the invoice.
- 5.4. If the customer is fully or partially in arrears with payment of an invoice or an agreed partial payment or if a cheque or bill of exchange is not cashed, all of our claims against the customer will become due for immediate payment. This same applies if he stops payments, is in debt or if insolvency proceedings are initiated against his assets, if such proceedings cannot be initiated due to a lack of funds or if circumstances are disclosed that justify reasonable suspicion about the customer's creditworthiness.
- 5.5. If the customer is no longer able to pay, we are entitled to withdraw from the contractor retain delivery of the goods until the customer has provided sufficient security himself or through a third party.
- 5.6. The customer may not surrender his claim against us to a third party in whichever way and due to whichever legal reason.
- 5.7. Offsetting is excluded against all of our claims if the customer's claim is disputed or still possible to dispute or if the claim has not been legally established.
- 5.8. Payments shall always be used to settle the oldest due debts and the incurred interest for arrears.
- 5.9. If the customer is a merchant in terms of the commercial code, all retention rights by the customer against our receivables and claims are excluded.

6. Reservation of Proprietorship

- 6.1. All goods remain the property of Schuchmann LLP until payment is received in full. Interest may be charged on late payments in accordance with the Late Payment of Commercial Debts (Interest) Act 1998.

7. Warranty, Return Shipment and Costs of Reviewing Complaints

- 7.1. The two-year statutory guarantee period shall apply for all products. This guarantee period shall begin with the delivery or handover of the goods. If a material or production error occurs to the supplied goods during this period, we shall address this defect with improvement or replacement delivery in accordance with 7.5 upon prompt notification and complaint registration in accordance with points 7.2 and 7.3. If the improvement fails or replacement delivery has not been successful, the customer has the right to choose between decreasing the payment (reduction) or returning the contract (withdrawal).
- 7.2. For all goods supplied by us, the customer loses all rights to warranty in the case of obvious defects and complaints, if he does not inform us in writing of the defects and complain within 14 days of receipt of the goods and has not made a written complaint about the defector complaint.
- 7.3. If an unapparent defect or a complaint is recognised before expiry of the two-year deadline from delivery or handover of the goods, the customer is obliged to provide us with written notification of the defect and complaint before expiry of the two-year deadline from delivery of the goods and file the defect or complaint in writing. This written notification of complaint must state the

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recognisable symptoms. The customer loses all rights to warranty after expiry of a period of two years from delivery or transfer, without a corresponding complaint.

7.4. We are only liable for the perfect condition of our original goods. If a customer or third party makes changes to these original goods, whichever type of change is made, all warranty claims are excluded unless it can be definitely established that the current defect is not associated at all with the change made.

7.5. If the goods we have supplied are defective, we are entitled to choose between rectifying the defect or replacing the entire subject of contract or parts of the subject of contract (replacement part delivery). In case of an existing defect, if we have chosen to rectify the defect by making improvements, the customer is obliged to give us several (two) opportunities to address the defect, irrespective of the type of defect) if this is reasonably acceptable to the customer according to the circumstances. If the improvement fails or replacement delivery has not been successful, the customer has the right to choose between a decrease of payment (reduction) or annulment of the contract (withdrawal). However, the customer does not have a claim to replacement delivery. The customer's right to rectify the defect himself by undertaking a replacement is excluded.

7.6. A defect in one of the products supplied by us cannot initiate a claim to replacement of damages by the customer. Such replacement of damages can also not be demanded due to a culpable delay or culpable violation of the improvement obligation. Claims to replacement of damages by the customer are also ruled out if they relate to damages caused by fulfilment of the contract or directly due to improvement. In all of these cases, our obligation to replace damages is not excluded if the damage is based on the fact that a supplied item is lacking a promised characteristic or the damage has resulted from an intentional or grossly negligent contract violation by us or one of our agents or legal representatives.

7.7. The customer receives a detailed operating manual with delivery of the goods. The customer is obliged to read this operating manual before initial use and to consider it each time the goods are used. All warranty rights are excluded if the defect or complaint is due to incorrect handling of the goods. Should the customer still have any questions on handling, despite having read the operating manual, he should contact our factory in writing at any time. We promise to provide a prompt response.

7.8. If the customer is a merchant in terms of the commercial code, the customer must initially return any complained goods to us at his own cost. In this case, the customer must cover the additional costs involved with bringing the goods to a different place than the place of fulfilment. Goods sent back to us must be sent in the original packaging. A copy of the invoice and a written reason for the return must be enclosed with the returned goods. Otherwise prompt processing cannot be guaranteed. If a warranty defect applies to the returned goods, the customer will be refunded the costs of return shipment according to point 2. The specified shipping and packaging cost rates will be refunded by us. If a warranty defect does not apply, we reserve the right to invoice a processing charge for inspection at up to 10% of the selling value of goods. The customer has the right to prove lower costs for inspection in order to limit the amount of the above-mentioned flat-rates to this amount. In case of returns for a credit note, we reserve the right to invoice a processing fee of 10% of the selling value of goods.

7.9. The acceptance of goods is excluded if the returned goods have been damaged by the customer, display signs of wear or are in an unhygienic condition.

8. Liability

8.1. Claims to replacement of damages against us by the customer due to delay, inability to provide the service, positive contract violation, culpability upon conclusion of the contract, non-fulfilment of the contract, non-permissible actions – especially claims to replacement of damages not caused to the actual supply item – and all other conceivable reasons are excluded, unless the damage has been caused by intentional or grossly negligent conduct by us or our agents and assistants. The above liability disclaimer does not apply to damages caused by injury to life, physical injury and health damages based on a negligent duty violation by the user against these general terms of business or an intentional or negligent duty violation by the user's legal representative or agent.

8.2. A detailed operating manual is enclosed with each delivery of original goods. We accept liability for incurred damages at the above-mentioned extent according to 8.1, but in each case only for such damages resulting despite use according to the operating manual in line with the contract.

9. Non-fulfilment of Contract

9.1. If the customer refuses acceptance of the agreed delivery, if he withdraws from the contract or if the contract is not implemented due to another customer reason, a flat-rate of 10% of the full order amount will be due as replacement of damages for simplified investigation and simplified enforcement of existing claims to replace of damages.

9.2. With this regulation, the contract parties only agree to the facilitation of claims settlement.

The enforcement of any further incurred damage beyond the flat-rates for replacement of damages remains explicitly reserved. The customer's obligation to fulfil the contract is not affected by this regulation. The agreement on damages flat-rates does not affect the customer's right to provide proof that damage has not been incurred at all or is lower than the flat-rate.

10. Special Constructions

We explicitly point out that special constructions or customised designs, which have been individually manufactured or adapted to the specific and individual requirements of a person (especially ergonomic and anatomical characteristics), cannot be returned for a credit note except in case of a warranty claim and after unsuccessful attempts at improvement (see point 7 of these GTB above). We confirm that the special constructions we implement correspond with the fundamental requirements of appendix 1 of directive 93/42/EEC: These types of products are exclusively produced for the designated customer based on the sizes and details provided and may be used by this person.

11. Legal

11.1. The contract of sale shall be governed and interpreted exclusively according to the Law of England and shall be subject to jurisdiction of the English Courts only.