

General conditions of delivery and payment

1. General

The following conditions apply to all deliveries we make. They take precedence over the general terms and conditions (T&Cs) of our business partners. By placing an order, the buyer agrees to be bound by these conditions. Any other agreement must be made in writing.

2. Quotations

- (1) Our quotations are always subject to confirmation, even if this is not explicitly stated. The right to prior sale is reserved. We are not bound by the buyer's purchasing conditions unless we have expressly recognised these conditions – whether in whole or in part – in writing, and they therefore form part of the contract of sale.
- (2) Calculations use the price valid on the day of delivery. Fixed prices must be specifically confirmed in writing: they apply subject to the assumption of no change in costs and section 2, para. 5, no. 2a.

All prices are quoted exclusive of statutory value-added tax (VAT).

- (3) Samples are assumed to be standard samples. Samples remain the property of the seller.
- (4) Prices including freight paid to destination, destination station or construction site assume complete shipments and loads, and the utilisation of the full load weight.
- (5) Freight details given are non-binding. Prices are subject to the freight and shipping costs applicable on the quotation date; changes whether positive or negative are borne by the buyer. Ancillary costs such as canal and handling fees, pierage, port dues, demurrage and detention fees, low water surcharges, connection and weighing fees, waybill stamps, etc. are borne by the buyer or receiver, as are transport levies and taxes arising during the contractual term.
- (6) Packing costs, lashing and wear fees for packaging material (drums, sacks, crates, pallets, rail containers and others) are borne by the buyer, as are the costs for returning the packaging material.

3. Transfer of risk

Risk transfers to the buyer at the point of handover to the haulage contractor or freight forwarder and no later than leaving the factory, even if freight paid to destination has been agreed. Insurance is taken out only if requested by the buyer and at their own cost.

4. Delivery and acceptance

Delivery:

- (1) All deliveries are strictly subject to availability. Lead times will be adhered to wherever possible but are not binding.
- (2) Delivery is to the agreed delivery point. If a change is subsequently made, the buyer bears all costs incurred by the change. Compliance with lead times assumes no disruption to working processes at the delivery plant, and unimpeded shipping and carriage facilities. Events involving vis major, disruptions or obstructions to traffic,

shortages of means of transportation, coal, raw or ancillary materials, misfired goods or disruptions to business of whatever kind either at our plant or companies involved with order fulfilment, or obstructions resulting from powers exercised by authorities that impede delivery, release the seller from a duty to deliver for the duration of their impact. The buyer has no right to revoke the contract unilaterally.

- (3) The manufacture of exposed aggregate concrete involves the use of facing material. Since goods are delivered in the state as obtained at extraction, no warranty can be given for a specific composition or condition.
- (4) Nor is any warranty offered for colour deviations with finished products that result from differences in the colour quality that may occur naturally in the raw materials to be processed.

Acceptance:

- (5) Acceptance should take place in equal amounts during the agreed delivery period. The buyer is responsible for the consequences of inadequate and delayed call-offs.
- (6) Freight paid to the construction site or warehouse implies delivery to the site without offloading by the haulier and assumes a navigable access road. A 'navigable access road' is a road accessible to a heavy, fully loaded rigid and trailer combination. In the event of (black) ice, snowfall and towing requirements, extra costs are borne by the buyer.

Unloading must be performed promptly and professionally by the buyer by providing an adequate number of personnel; waiting time will be invoiced.

- (7) Damage in transit and shortfall quantities must be reported on the day of goods receipt by telephone with confirmation in writing.

Damage during transit by rail or during conveyance by a railway-operated truck must be established immediately on receipt of the goods or unloading the truck by a documentation of the facts from a railway official. Breakages and shortfall quantities must be stamped by the railway on the bill of lading.

In the event of conveyance by a factory- or privately-owned truck, breakages and shortfall quantities must be documented by a written declaration from the truck driver and the persons involved in unloading, with full name and address details.

In the event of delivery by the seller's own truck, breakages and shortfall quantities must be established in the presence of the truck driver.

Where goods are packed, the receiver shall examine the goods within 5 days of receiving the shipment and report damage in transit or shortfall quantities to the seller without delay.

Complaints will not be accepted for customary-in-trade breakages and losses.

Refusal of acceptance:

- (8) Costs and losses – including but not limited to additional transport costs and risks – are borne by the buyer refusing to take acceptance in the event of non-acceptance being unjustified. Returns of delivered goods will not be accepted without prior approval being given by the seller.

5. Payment

- (1) Invoices are to be paid in full on receipt.

- (2) Payment discounts for cash payment must be agreed specifically, and are calculated using the net invoice amount after deducting other discounts, freight charges, etc. Such payment discounts are also conditional on the buyer's account having no other open items. The date of invoice receipt is authoritative for calculating the due date; the invoice issue date has no relevance. Agents of the seller are authorised to accept payments only in the event of written authorisation to collect payments.
- (3) Banker's acceptances and bills of exchange are accepted on a case-by-case basis only. These are only ever accepted in lieu of performance. Discount expenses and bill collection charges are borne by the buyer. If these securities (bills or cheques) are non-performing or if circumstances become known that downgrade the buyer's creditworthiness, we are entitled to claim the sum total of our receivables immediately or to demand provision of securities. All discounts and bonuses granted likewise become forfeit, so that the buyer must then pay the gross prices as stated in the invoice. In such cases, the buyer shall waive their right to assert any claims for compensation arising from the application of this clause.
- (4) Cheques are not considered cash payment.
- (5) If payment is not made as required by the contract, and no later than 30 days after the invoice is received and becomes due, the seller is – without having to issue a reminder notice – entitled to claim interest of 5% above the base rate, and for contractual business not involving a consumer, of 8% above the base rate; the seller reserves the right to assert other claims for compensation.
- (6) In the event of default, all open receivable items must be paid immediately, even if not due or deferred. For partial deliveries, default entitles the seller to refuse to supply the quantities still to deliver from the contract unless the buyer accepts liability to compensate for losses.
- (7) Following contract conclusion, if the creditworthiness of the buyer proves to be inadequate for the granting of credit and payment terms, the seller is entitled to demand, at the seller's discretion, prepayment or the provision of securities for due and non-due claims from all extant contracts, and to refuse performance until such prepayment is made or such securities are provided. If prepayment and the provision of securities is not made by the stated deadline, the seller may revoke the contract or demand compensation for non-performance.

6. Retention of title

The goods delivered remain the property of the seller until full payment of the purchase price and until payment of all past and future goods deliveries made within the business relationship, including all ancillary claims (and if paid by cheque or bill, until the date the cheque or bill is cashed or collected). Until this date, the buyer is not entitled to pledge goods to third parties or to assign them as collateral. If the buyer processes and transforms the goods, the seller is considered the manufacturer in accordance with section 950 of the German Civil Code (BGB) and acquires ownership of the new intermediate or final thing. The buyer is only the custodian of the goods. The buyer is entitled to sell the goods or the product manufactured in the course of ordinary business. The buyer hereby assigns the receivables owed by third parties as acquired by resale or

some other legal basis to us, together with all ancillary rights, in the amount of the purchase price and equal to the proportion of the goods so processed. Assuming the buyer properly honours their payment commitments to the seller, the former is entitled to collect these receivables on the seller's behalf. The seller is nonetheless entitled to inform the third-party buyer (to be named to the seller on request) of this assignment and to issue instructions as necessary. The buyer shall inform the seller immediately about any access by third parties to the goods delivered subject to retention of title or to the assigned receivables. The retention of title is also valid vis-à-vis the haulage contractor to whom the goods are passed at the buyer's request or as commissioned by the seller. All goods subject to retention of title must be handled carefully and insured against damage by fire and water. In the event of an insurance policy claim, claims are to be assigned to us. If the security provided due to retention of title exceeds the receivable to be secured by 25%, the seller will release fully-paid deliveries at the seller's discretion.

7. Warranty claims, right of retention and offset, assignability of claims

A notice of defects is considered justified only if the normal usability of the delivered material is substantially impaired, and if the complaint concerning obvious defects is made immediately after receipt of the material in writing and in all cases before the material is processed or incorporated.

- (1) If an order is placed on the basis of a quotation provided with samples, complaints cannot be made for minor deviations that do not impair the intended use.
- (2) If damage in transit is discovered, the receiver must ensure that the circumstances are properly documented before unloading in order to protect their claim to compensation.
- (3) To remediate defects justifiably claimed against the seller, we are entitled to choose substitute delivery or a reduction in the purchase price, as we see fit. All other claims beyond those stated are hereby expressly excluded. The sale of goods expressly identified as second-grade or special items is made without warranty; the buyer therefore has no right to claim for defects.

Technical advice and information is provided to the best of our knowledge; no liability whatsoever is assumed for such services.

- (4) For the delivery of merchandise, the conditions of our supplier plants take precedence over these conditions of delivery and will be made available to the buyer on request. Special guarantees as given by these manufacturers will be passed on to their full extent. This does not establish personal accountability on the part of the seller. The seller's liability is always restricted to the scope in which the manufacturer compensates the seller.
- (5) Unless otherwise consequential to the following provisions, all other and further claims against us are excluded. This applies in particular to claims for compensation due to a breach of obligations arising from the contractual relationship and tortious acts. Accordingly, we are not liable for losses not arising in direct connection with the goods delivered. Above all, we are not liable for lost profits or other financial losses suffered by the buyer.

- (6) The above limitations to liability do not apply in the event of wilful intent or gross negligence on the part of our legal representatives or managerial staff, nor in the event of a culpable breach of fundamental contractual obligations. Except in cases of wilful intent or gross negligence on the part of our legal representatives or managerial staff, our liability in the event of a culpable breach of fundamental contractual obligations is limited to such losses as reasonably foreseeable and typical for the contract.
- (7) Nor does this limitation to liability apply in cases where liability derives from the German Product Liability Act (ProdHaftG) for personal injury or damage to a privately used thing in the event of defects in delivered goods. Nor does this limitation apply in the event of injuries to life, limb and health or the lack of warranted qualities, if and insofar as the assurance given had the purpose of safeguarding the partner against losses not arising in direct connection with the delivered goods.
- (8) Insofar as our liability is excluded or limited, this also applies to the personal liability of our salaried and non-salaried employees, staff, legal representatives and vicarious agents. This does affect statutory provisions concerning the burden of proof.
- (9) The buyer hereby waives the right to assert retention of title. The offsetting of counterclaims is permissible only insofar as these are recognised by the seller and due for payment.

8. Blooming

Blooming may occasionally occur; this is technically not preventable. Primarily, cases of blooming are caused by certain weather conditions to which the concrete – especially when factory-fresh – is exposed and can therefore vary in their extent. This in no way affects the inherent quality of landscaping products. The utility of these products is therefore not affected, since normal weathering (soft rain water dissolves calcium carbonate) together with normal soiling and mechanical stresses placed on the products will generally result in the blooming eventually disappearing over time.

9. Place of performance and place of jurisdiction

The place of performance and jurisdiction for all claims of the parties to the contract, including legal action taken by the seller due to bills and cheques, and regardless of the amount in dispute, is the court of jurisdiction for the seller's branch. This is considered binding on and expressly agreed by both parties.

10. Severability clause

The invalidity of individual provisions does not affect the validity of the other provisions in these general conditions of delivery and payment.