

General Terms and Conditions of Business (T & Cs) of Lahнау Akustik GmbH, Dr.-Hans-Wilhelmi-Weg 1, 35633 Lahнау (Germany)

Paragraph 1 Scope

(1) All goods, services and quotes by the vendor are made exclusively on the basis of these General Terms and Conditions of Business (referred to hereinafter as "T & Cs") if the client is a company, a legal entity in German public law or a special fund in German public law. These T & Cs are an integral part of all contracts concluded by Lahнау Akustik GmbH (referred to hereinafter as "LAHNAU AKUSTIK") with its business partners (also referred to hereinafter as "clients") in respect of the goods or services to be supplied. These conditions also apply to all future goods or services supplied to the client, even if they are not agreed on again separately.

(2) Business conditions of the client's or third parties will not apply, even if LAHNAU AKUSTIK does not dispute their validity in individual cases separately.

Paragraph 2 Offers, Concluding Contracts and the Written Form

(1) If an order is to be referred to as a quote, we may accept this within two weeks.

(2) Additions and alterations of the agreements reached, including these T & Cs, must be in writing to be legally valid. With the exception of managing directors and authorised company officers, the employees of LAHNAU AKUSTIK are not entitled to make any oral agreements that deviate from these conditions. Transmission by telefax will suffice to fulfil this provision.

(3) LAHNAU AKUSTIK retains ownership or copyright on all documentation or items given or sent by it, e.g. quotes, estimates, drawings, illustrations, calculations, models etc. The client may not make this documentation or these items accessible to third parties, publicise them, use them itself or through third parties or duplicate them without the express permission of LAHNAU AKUSTIK.

Paragraph 3 Prices and Payment

(1) Prices apply to the agreed scope of goods or services as listed. Extra, additional or special services will be invoiced separately. Prices are in EUROS and ex works plus packaging and the applicable statutory value added tax; in the case of export deliveries they will also include customs duties and all fees and public charges.

(2) The deduction of discount requires explicit agreement.

(3) The offsetting of counter-claims or retention of payments based on such claims is only permitted if the counter-claims are undisputed or have been established under law.

Paragraph 4 Delivery and Delivery Periods

(1) Proposed deadlines and dates for the supply of goods and services announced by LAHNAU AKUSTIK apply if a firm deadline or date has been expressly approved or agreed to. If shipment has been agreed to, delivery deadlines and periods apply to the moment the goods are handed over to the freight forwarder, carrier or other third party appointed to carry out the transport. The commencement of any performance or delivery period as announced presupposes that all technical issues have been clarified.

(2) LAHNAU AKUSTIK is not liable for impossibility of delivery or for delivery delays if these are due to Acts of God or other events unforeseeable at the time the agreement was signed, e.g. operational disruptions of all kinds, problems in obtaining materials or energy, transport delays, strikes, lawful lockouts, lack of employees, energy or raw materials or non-delivery, incorrect delivery or untimely delivery by suppliers, if LAHNAU AKUSTIK is not responsible for them. If such events make performance or deliveries considerably more difficult or impossible and the hindrance is not only

of temporary duration, LAHNAU AKUSTIK will be entitled to cancel the agreement. In the case of hindrances of only temporary duration, delivery or performance deadlines will be extended by the length of the period of the hindrance plus an appropriate start-up period. If as a result of the delay the client cannot reasonably be expected to accept the goods or services, it may cancel the contract by immediate declaration to LAHNAU AKUSTIK.

(3) LAHNAU AKUSTIK is entitled to make partial deliveries if the client can use the partial delivery as part of the contractually intended purpose, if delivery of the remaining goods as ordered is assured and if the client incurs no major additional effort or costs.

(4) If LAHNAU AKUSTIK falls into arrears with the supply of goods or services or if the supply of goods or services is not possible for whatever reason, LAHNAU AKUSTIK's liability to pay damages is limited to the provisions in Paragraph 7 of these T & Cs.

Paragraph 5 Place of Fulfilment, Transfer of Risk, Acceptance

(1) The place of fulfilment for all obligations arising from the contractual relationship is the location of the place of business of LAHNAU AKUSTIK, unless other arrangements have been made. If LAHNAU AKUSTIK is also required to perform installation, the place of fulfilment will be the place where installation is to be carried out.

(2) Risk transfers to the client when the goods to be delivered are handed over to the freight forwarder, carrier or other party appointed to carry out delivery. This also applies in the case of partial deliveries or if LAHNAU AKUSTIK has contracted to perform other services such as shipping or installation. If shipping or transfer is delayed for reasons for which the client is responsible, risk transfers to the client on the day the goods to be delivered are ready to be shipped and LAHNAU AKUSTIK has notified the client of this. Warehousing costs incurred after risk has been transferred will be borne by the client.

(3) Formal acceptance is to be carried out if requested by a party to the contract. If acceptance is not required, performance will be deemed to have been accepted after 12 working days have expired and following written notification that performance has been completed. If acceptance is not required and if the client uses the goods or services or part thereof, acceptance will be deemed to have been carried out after six working days have expired following commencement of use unless other arrangements have been agreed to.

Paragraph 6 Physical Defects, Claims for Defects

(1) Information from LAHNAU AKUSTIK on the goods or services to be supplied and all illustrations of the same are authoritative unless their usability for the contractually agreed purpose presupposes no other precise match. The information constitutes no guaranteed features of the goods' or services' inherent characteristics; rather, it is a description or characterisation of the goods or services. Deviations typical in the trade and deviations required by law or which display technical improvements and the replacement of components by equivalent parts are permitted as long as they do not impair the usability of the contractually intended purpose.

(2) The guarantee period is one year as from delivery or, if acceptance is required, after acceptance.

(3) Claims for defects presuppose that the client has duly fulfilled its obligation to inspect the goods or services and has notified us of any defects pursuant to Section 377 of the German Commercial Code. In the case of a contract for services, Section 377 of the German Commercial Code will

apply analogously. Following the transfer of risk and/or acceptance of the product, the client is required to inspect it immediately to ensure that it is in working order and to notify us in writing of any defects after they have been discovered but no later than seven days thereafter.

(4) If a defect is due to fault on the part of LAHNAU AKUSTIK, the client may request compensation under certain circumstances as per Paragraph 7.

(5) Claims for defects will not apply if the client alters the item delivered or has it altered by a third party without the consent of LAHNAU AKUSTIK and the alteration makes repair of defects impossible or difficult to the point where they are unreasonable. In all cases the client is required to bear the additional costs of repairing the defect resulting from the alteration.

Paragraph 7 Liability for Compensation

(1) LAHNAU AKUSTIK's liability for compensation, regardless of the reason but in particular for impossibility of performance, delay, non-delivery or incorrect delivery, breach of obligations in contract negotiations and forbidden actions, is limited under the terms of Paragraph 7, provided each reason is due to fault.

(2) LAHNAU AKUSTIK is not liable in cases of simple negligence by its management, lawful representatives, salaried employees or other agents as long as there is no breach of an essential contractual obligation. An essential contractual obligation is an obligation on which the client can and may rely. Essential contractual obligations include the obligation to deliver and install in a timely fashion goods that are free of essential defects, advisory, protective, custodial and duty of care obligations that enable the client to use the item delivered in the contractually prescribed manner or whose purpose is to protect the lives and health of the client's personnel.

(3) If LAHNAU AKUSTIK is liable pursuant to Paragraph 7 (2) for compensation on its merits, this liability will be limited to damages that LAHNAU AKUSTIK foresaw when concluding the agreement as a possible consequence of a breach of contract or which it should have foreseen when taking the usual care. Indirect damage and consequential damage resulting from defects in the item delivered can only be replaced or reimbursed if such damage is to be typically expected in items of this nature when used as intended.

(4) In the case of liability for simple negligence, Lahнау's obligation to pay compensation for damage to property and the resulting further financial loss are incurred

an amount of € 1.25 million per loss event, limited to a maximum of two claims per year (corresponding to the current coverage of the business liability insurance), even if it is a violation of an essential contractual obligation.. LAHNAU AKUSTIK will, on request, send a copy of the insurance policy to the client. Where the insurer is not required to reimburse a claim based on a breach of obligations by LAHNAU AKUSTIK, LAHNAU AKUSTIK will undertake to the client to be liable for the amount of coverage from its own funds.

(5) Exclusions and limitations of liability apply to the same extent to the benefit of the management, lawful representatives, salaried employees and other agents of LAHNAU AKUSTIK.

(6) The restrictions in this Paragraph 7 do not apply to the liability of the vendor for deliberate actions, inherent guaranteed features, death, physical injury or harm to human health or liability pursuant to the German Product Liability Act.

Paragraph 8 Retention of Title, Sureties

(1) LAHNAU AKUSTIK retains right of ownership to the items delivered until all payments from the business relationship have been received. In the case of conduct in breach of the contract on the

part of the client, LAHNAU AKUSTIK will be entitled to take back the item delivered. Taking it back will constitute cancellation of the contract. After taking the item back LAHNAU AKUSTIK will be authorised to sell it and to offset the proceeds from such a sale against the client's liabilities, less appropriate administrative costs.

(2) The client is obliged to treat the item delivered with care; in particular it is obliged to insure the item at its own expense against damage by fire, water and theft. If maintenance and inspection work are required, the client must carry this out at its own expense in a timely fashion.

(3) The client is entitled to resell the item delivered in the normal course of business; however it immediately assigns all claims in the final amount of the invoice (including Value Added Tax) to LAHNAU AKUSTIK due to it from the resale to its purchaser or third parties. The client also remains entitled to collect this liability after assignment. This will not affect LAHNAU AKUSTIK's authority to collect this debt itself. However, LAHNAU AKUSTIK undertakes not to collect the debt itself as long as the client fulfils its payment obligations arising from the collected proceeds, does not fall into arrears and, in particular, makes no application to open insolvency proceedings.

(4) Processing or reshaping of the item delivered by the client will be carried out for LAHNAU AKUSTIK at all times. If the item delivered is processed with other items not belonging to LAHNAU AKUSTIK, LAHNAU AKUSTIK will acquire joint ownership of the new item as a percentage of the value of the item purchased (final invoice amount including value added tax) in relation to the other processed items at the time of processing.

(5) If the item delivered is inseparably combined with other items not belonging to LAHNAU AKUSTIK, LAHNAU AKUSTIK will acquire joint ownership of the new item purchased as a percentage of the value of the item purchased (final invoice amount including value added tax) in relation to the other combined items at the time of combining. If combining is carried out in such a manner that the item belonging to the client is to be regarded as the main article, it is deemed to have been agreed that the client transfers a proportion of joint ownership to LAHNAU AKUSTIK. The client will retain the resultant sole ownership or joint ownership for LAHNAU AKUSTIK.

(6) The client also assigns to LAHNAU AKUSTIK the claims against a third party that result from the connection between the purchased goods and real estate.

(7) If requested to do so by the client, LAHNAU AKUSTIK will undertake to release the securities owed to it if the realisable value of our securities exceed the value of the claims to be secured by more than 10%; the choice of the securities to be released will be the responsibility of LAHNAU AKUSTIK.

(8) If the goods are delivered abroad, LAHNAU AKUSTIK will be entitled to request the client to give it an unrestricted, chronologically unlimited, directly enforceable guarantee from a bank subject to German law licensed in the EU, for the purpose of guaranteeing payment claims.

Paragraph 9 Place of Jurisdiction, Choice of Law, Final Provisions

(1) The place of jurisdiction is the location of the place of business of LAHNAU AKUSTIK; however, we are also entitled to bring legal action against the client at its court of domicile.

(2) The laws of the Federal Republic of Germany apply exclusively and exclude the provisions of the UN Convention on the International Sale of Goods (CISG).

(3) If the contract or these T & Cs contain omissions, it is agreed that those omissions will be replaced by those legally valid provisions that the parties to the contract would have agreed to ac-

ording to the commercial aims of the contract and the purpose of these terms and conditions of business if they had known about the omission.

General Data Protection Regulation (DSGVO)

Information obligations Data protection according to Art. 13, 14 DSGVO

Lahnau Akustik GmbH undertakes to protect all information and collected data of its customers / clients and treat them in a trustworthy manner. In principle, we process and use your data in compliance with and adhering to the applicable statutory provisions.

Which data are collected and processed by us?

In principle, we only collect and process personal data that we need to process the order in accordance with legal requirements. These are for example.: name and address of the principal, name and address of the invoice recipient, in case of direct debit: bank details, delivery address, contact details of customers

The data stored with us are used exclusively for the purposes resulting from the order / contract and stored according to the legal retention periods. We do not store any data longer than necessary.

In no case will the data be passed on or processed to or by third parties. By placing your order, you consent to the collection of the processing of the data collected in the manner described above and manner and for the purpose stated above.

Transmission to third countries

There is no transfer to third countries

Right to information and data transferability

In principle, every affected person has the right, upon request, to obtain information about the personal data stored about them free of charge. In addition, the data subject has the right to correct inaccurate data as well as to block, restrict and delete, unless otherwise provided by other laws. The data subject also has the right to receive the personal data relating to them in a structured, standard and, to that extent, digitally stored machine-readable format.

For questions and requests for information, please contact us:

Lahnau Acoustics GmbH, Dr. Hans-Wilhelmi-Weg 1, 35633 Lahnau. Tel. +49 (0) 6441/601 – 0

Our company has appointed a data protection officer, whose contact details we provide on request.

In case of complaints, you can also contact the responsible supervisory authority.

Integration of external service providers / third parties for the fulfillment of other company interests

For the regular information of our customers over news we use over our home page a tool for the dispatch of newsletters.

For this we use a special address database in which only mail addresses are stored.

Here we are supported by the developers of our homepage, the interactive in Wetzlar.

This provider has been audited and contracted by us to maintain secrecy and compliance with our privacy standard. As a matter of principle, your data will not be passed on to third parties by this provider.

The use of your personal data is based on our "legitimate interest" to provide you with additional information and direct marketing to our products

and services (as provided for in Art. 6, para. 1, sentence 1, letter f). Para. 4 DSGVO).

In this context, you basically do not have to do anything further

You can always get information about your stored data, have your data corrected or request a deletion. Of course, you can always revoke your consent via e-mail, telephone or directly at the end of each mailing of the delivery