

General Terms and Conditions Gebrüder Beckmann GmbH

§ 1 Scope

- 1.1 The following General Terms and Conditions apply to all contracts, deliveries, services and offers, including consulting services, information and the like of Gebrüder Beckmann GmbH in the version valid at the time of the order.
- 1.2 Deviations from these General Terms and Conditions are only effective if we confirm this in writing.

§ 2 Contract

- 2.1 The presentation of the goods does not constitute a binding offer on our part. Only after the order has been placed and the corresponding order confirmation has been issued by the seller will a binding offer be made in accordance with § 145 BGB. In the event of acceptance of this offer, we will immediately send you an order confirmation by e-mail. The delivery or partial delivery of the ordered goods is equivalent to the order confirmation.
- 2.2 The terms and conditions of purchase of the buyer or contractual partner are hereby contradicted. They will not be recognized even if we do not expressly object to them again after they have been received by us. Insofar as our terms and conditions coincide with the terms and conditions of the buyer or contractual partner, the overlapping clauses shall apply.

§ 3 Condition of the goods

All samples, samples, communications of analysis data provide non-binding indications of the average quality of the goods and are not considered to be contractually agreed quality. In the event of an express assurance of certain properties, deviations within the customary framework are permissible.

§ 4 Terms of delivery, assumption of risk

4.1 Offers, prices

- 4.1.1 Offers are always subject to change. We reserve the right to make any price changes for which we are not responsible. If an offer is made by us, it is valid for 14 days from the date of issue and only while stocks last.
- 4.1.2 The calculation is based on the prices valid on the day of delivery. Orders, regardless of whether they are placed directly or through the representative, shall only be deemed to have been accepted if they have been confirmed by us in writing. Likewise, verbal additions or assurances require written confirmation in order to be effective. If price increases occur between the conclusion of the transaction and delivery of the goods, we shall be entitled to increase the purchase price.

- 4.1.3 Subject to product availability, the company reserves the right to make price adjustments if legal changes result in increased costs. Should the legal changes result in products no longer being available, GEBRÜDER BECKMANN shall be released from any liability.

4.2 Assumption of risk

The place of performance for the delivery is the place of delivery. The risk of loss or deterioration of the goods is transferred to the buyer as soon as the shipment has been handed over to the person carrying out the transport. This applies regardless of whether the shipment is made from the place of performance and who bears the freight costs. In the case of shipment of goods within the same place, the aforementioned transport risk is transferred to the buyer even if we ship the goods with our own vehicle. If reference is made to INCOTERMS in written order confirmations, these shall take precedence over the above conditions under 4.2.

4.3 Delivery periods, force majeure

- 4.3.1 Delivery deadlines are adhered to as far as possible and specified by the customer in the order confirmation. Information about the delivery period is non-binding until further notice, unless the delivery date has been expressly promised. We reserve the right to make partial deliveries and make partial calculations. Force majeure and related events, as well as disruptions of a political and economic nature, in particular strikes, lockouts, shortages of raw materials and wagons and other disruptions in the company or in that of the suppliers, entitle the supplier to a corresponding extension of the delivery period. If delivery or execution is impossible or unreasonable due to the aforementioned circumstance, we may withdraw from the contract in whole or in part. Claims for damages due to delay in delivery are excluded.

- 4.3.2 Force majeure includes strikes, lockouts, mobilization, war, blockades, export and import bans, raw materials and energy shortages, fire, significant disruptions to operations or transport and other circumstances for which we are not responsible, which make delivery or execution unreasonably difficult or impossible for us, regardless of whether they occur at our premises, our upstream supplier or one of your subcontractors. In these cases, we will inform the buyer immediately. We also reserve the right to deliver goods only in normal household quantities.

4.4 Quantity

The quantity of goods delivered may deviate from the quantity ordered within the scope of customary commercial traffic. The quantity stated in the offer or in the order confirmation is then not binding and can only be granted as long as stocks last. In the case of liquids, provided that they are delivered in transport vehicles equipped with calibrated measuring devices, the records of these measuring devices shall be decisive for determining the quantity and quantity of goods delivered, and in all other cases our quantity and weight notes or those of our supplying plant if the delivery is made directly from there.

- 4.5 Orders placed shall be deemed to be tacit acceptance of the above terms and conditions of sale and delivery.

- 4.6 Deviating terms of delivery of the buyer are not recognized.

- 4.7 The buyer or contractual partner is obliged to collect packaging materials that arise within the scope of the order or contractual agreement independently and at his own expense or to dispose of them in an environmentally friendly manner. Compliance with this obligation serves to meet environmental requirements and legal regulations. GEBRÜDER BECKMANN assumes no liability whatsoever for improper disposal by the buyer/contractual partner.

§ 5 Terms of payment, additional costs

5.1 Payments

- 5.1.1 Payments are to be made without deduction on the agreed date. In the case of bank transfer, the day of the credit note applies. We may, at our discretion, offset incoming payments against any of several claims to which we are entitled. The withholding of due amounts due to any counterclaims of the buyer or for other reasons is excluded.
- 5.1.2 In the event of default in payment, interest on arrears shall be charged to consumers at 5% above the respective base interest rate and to entrepreneurs at 8% above the respective base interest rate. If the payment deadline is exceeded, we shall be entitled to charge entrepreneurs and legal entities under public law to charge customary bank maturity interest, but at least 8% above the base interest rate. We reserve the right to assert further damages against proof.
- 5.1.3 Bills of exchange and cheques are only accepted on account of payment. Their acceptance is without guarantee for timely and proper submission and protest. All costs and expenses, in particular discount charges, shall be borne by the buyer or contractual partner. Upon acceptance of the order or the acceptance of bills of exchange and cheques, the creditworthiness of the buyer is assumed. Should subsequent information give rise to doubts about this, the supplier has the right, at his discretion, to demand advance payment or barge or security or to withdraw from the contract. In all cases, the burden of proof that creditworthiness exists lies with the buyer.

5.2 Extra charges

- 5.2.1 If, at the time of delivery, the goods are burdened with increased or additional ancillary costs such as customs duties, freight, duties, taxes and the like compared to the sales price on which the sales price is based, the sales price shall change accordingly. Detour freight, small, flood or ice surcharges can be added to the price. This also applies to contracts with consumers, provided that the period between the conclusion of the contract and the delivery date exceeds four months.

5.3 Tax liability

- 5.3.1 In the case of tax-privileged deliveries, the buyer or contractual partner guarantees the existence of the relevant legal requirements and compliance with energy tax regulations. In this respect, the buyer or contractual partner indemnifies us against all fiscal claims, even if he or a subsequent purchaser does not acquire direct possession of the goods.
- 5.4 Deviating terms of payment of the buyer are not recognized.

§ 6 Warranty

6.1 The warranty is based on the statutory provisions.

6.2 Defects

6.2.1 Notices of defects by the buyer or contractual partner with regard to obvious defects can only be reported to us in writing immediately after receipt of the goods. Minor deviations in dimensions, shape or color do not entitle to complaints. They also do not entitle you to withhold payments.

6.2.2 Defects that are not immediately recognizable must be reported in writing immediately after their discovery, at the latest within 3 days of their discovery. The buyer is obliged to inspect the goods for defects within one month of receipt of the goods. If the notice of defects is not made in time, the goods shall be deemed to have been approved.

6.2.3 If a complaint is recognized as justified, we are free either to manufacture the goods properly or to make a replacement delivery; however, we may also demand that the buyer have them removed immediately at our expense. Any other claims, in particular those for rescission, reduction, damages or covering, are excluded. The same applies to replacement deliveries. Returns of rejected goods without our express permission are not permitted.

6.2.4 The warranty does not cover defects caused by normal wear and tear as well as improper use and handling of the goods.

§ 7 Statute of limitations, liability

7.1 As a matter of principle, we are only liable for damages incurred in the event of intent or gross negligence. All claims of this kind shall become statute-barred one year after delivery of the item, unless otherwise agreed. The limitation period of one year shall not apply in the event of a breach of essential contractual obligations, in the absence of warranted properties or in the event of injury to life, limb or health, we shall also be liable if the damage was caused by slight negligence. Liability under the Product Liability Act remains unaffected.

7.2 In cases of slightly negligent breach of essential contractual obligations, our liability shall be limited to the foreseeable damage typical for the contract. Liability for damage that has not occurred to the delivery item itself, as well as claims for loss of profit or other financial losses of the buyer are excluded in these cases.

7.3 Insofar as liability is limited or excluded in accordance with the aforementioned provisions, this also applies to our representatives and vicarious agents.

§ 8 Retention of title, assignment of receivables

8.1 The goods shall remain our property until our claims have been paid in full, including the balance in our favour with a current account, until they have been redeemed.

8.2 The retention of title does not expire by combination or mixing; rather, we acquire co-ownership of the new item in the ratio of the value of the reserved goods to the other goods.

- 8.3 The buyer or contractual partner is only entitled to resell the reserved goods in the ordinary course of business. The buyer is not permitted to pledge or transfer ownership by way of security. In the event of seizure or other impairment of our rights by third parties, we must be notified immediately and supported in pursuing our rights.
- 8.4 Claims of the buyer or contractual partner arising from the resale of the reserved goods are hereby assigned to us by way of security. The buyer or contractual partner is authorized to collect the receivables in the ordinary course of business as long as he fulfills his payment obligations in accordance with the agreement. If a third-party supplier asserts a legally effective extension of retention of title, the claims shall be assigned to us to the extent that the extended retention of title of third-party suppliers does not cover the claims in question.
- 8.5 In the event of a significant deterioration in the economic situation of the buyer or contractual partner, in particular in the event of default in payment, cessation of payments, initiation of composition or bankruptcy proceedings, the direct debit authorization granted by the buyer or contractual partner shall expire. In this case, we are also entitled to withdraw from the contract and demand the surrender of the reserved goods. Costs of collection and recycling of the goods subject to retention of title shall be reimbursed to us by the buyer or contractual partner. He must send us a detailed list of the goods subject to retention of title that are still available, including a list of the third-party debtors of the claims assigned to us. Irrespective of this, we are entitled at any time to make appropriate determinations to the buyer or contractual partner in order to protect our rights, in particular to enter storage rooms and tank facilities and to inspect all necessary documents and books.
- 8.6 We will release the securities to which we are entitled at our discretion if the value of the securities granted to us exceeds our claims by more than 20%.

§ 9 Set-off, retention

- 9.1 The buyer is only entitled to a right of set-off if we have acknowledged the counterclaims or if they have been legally established.
- 9.2 We are entitled to offset counterclaims of the buyer or the contractual partner against our claims.
- 9.3 The buyer is only entitled to exercise a right of retention if the counterclaims originate from the same contractual relationship.

§ 10 Data protection

- 10.1 In order to fulfill the contract concluded between the customer and GEBRÜDER BECKMANN, GEBRÜDER BECKMANN processes the customer's necessary personal data in compliance with the

relevant EU and national provisions on data protection. The customer will receive data protection notices and information on the right of objection in the attached data protection declaration.

- 10.2 In order to fulfill the contract, GEBRÜDER BECKMANN uses service providers who, in accordance with the provisions of Art. 28 (3) GDPR, are obliged by an order processing contract to process the personal data on behalf of the company in accordance with instructions.

§ 11 Withdrawal

Cancellation

Consumers are entitled to revoke this contract within fourteen days without giving reasons. The revocation period is fourteen days from the date of conclusion of the contract.

In order to exercise your right of withdrawal, you must inform us, Gebrüder Beckmann GmbH, Rheinstraße 82, 49090 Osnabrück, +49 541 602-150 and mail.gebrueder-beckmann.de, by means of a clear declaration (e.g. a letter or e-mail sent by post) of your decision to withdraw from this contract. You can use the attached sample revocation form for this purpose, but this is not mandatory. In order to comply with the revocation period, it is sufficient that you send the notification of the exercise of the right of revocation before the expiry of the revocation period.

Consequences of revocation

If you revoke this contract, we shall reimburse you for all payments we have received from you, including delivery costs (with the exception of additional costs resulting from the fact that you have chosen a type of delivery other than the cheapest standard delivery offered by us), without delay and at the latest within fourteen days from the day on which we received the notification of your revocation of this contract. For this repayment, we will use the same means of payment that you used for the original transaction, unless expressly agreed otherwise with you; under no circumstances will you be charged any fees for this repayment. If you have requested that the services should begin during the revocation period, you must pay us a reasonable amount corresponding to the proportion of the services already provided up to the point in time at which you inform us of the exercise of the right of revocation with regard to this contract compared to the total scope of the services provided for in the contract.

End of the cancellation policy

§ 12 Final provisions, place of jurisdiction

- 12.1 The law of the Federal Republic of Germany applies. In the case of consumers, this choice of law shall only apply insofar as it does not deprive the consumer of the protection granted by mandatory provisions of the law of the state of the consumer's habitual residence (principle of favourability).
- 12.2 Changes and additions to this contract must be made in text form within the meaning of § 126b BGB to be effective. This also applies to a waiver of this text form clause.

- 12.3 Should individual provisions of this contract violate mandatory law in whole or in part or should be or become invalid for other reasons, this shall not affect the validity of the remaining provisions. In this case, the contracting parties are obliged to replace the invalid provision with another contractual provision that corresponds to the meaning and purpose of the contract. The same applies to gaps in the contract.
- 12.4 If the General Terms and Conditions are available in several language versions, only the German language version is legally binding.
- 12.5 The place of jurisdiction for all legal disputes arising from this contract is, insofar as such an agreement is permissible, Osnabrück.
- 12.6 GEBRÜDER BECKMANN may make use of third parties to fulfil its contractual obligations.

§ 13 Severability clause

Should one or more clauses of these terms and conditions become invalid in whole or in part, this shall not affect the validity of the remaining provisions.

As of September 14, 2023

Privacy policy

Gebrüder Beckmann GmbH, Rheinstraße 82, 49090 Osnabrück

(Controller according to EU General Data Protection Regulation [EU-GDPR])

With the data protection declaration, the customer is informed about the relevant provisions of the Federal Data Protection Act (BDSG) and the General Data Protection Regulation - Regulation (EU) 2016/679 (GDPR).

We take the protection of personal data very seriously. Therefore, compliance with the provisions of the EU General Data Protection Regulation (EU GDPR) and other relevant data protection laws is a matter of course for us. We want you to know when we process which data and how we use it. We have taken technical and organizational measures to ensure that the regulations on data protection are observed both by us and by external service providers.

Collection of personal data

We collect and process the necessary contract and acceptance data from you, which we need for the conclusion of the contract or the provision and billing of the agreed services, e.g. name, address, date of birth, telephone number for queries, fax number, e-mail address for the online contract, information about payment processing, invoice data, acceptance values, meter number and, in the case of password-protected services, username and password. If personal data of third parties (employees, tenants, clients, others) are also named to us in connection with the conclusion of a contract, these contact details will also be used by us within the scope of the aforementioned purposes.

The legal bases are Article 6 (1) (b), (c) and (f) of the EU GDPR and, in the case of a separate declaration of consent, Article 6 (1) (a) of the EU GDPR.

Personal data will only be passed on to third parties if this is permissible for the fulfilment of the contract, legal obligations or on the basis of a declaration of consent. Where sufficient, the data will only be passed on in pseudonymised and aggregated form. Furthermore, contract and acceptance data will only be passed on in our own legitimate interest to the extent necessary to processors and service providers as well as to collection agencies that are involved for contract fulfilment, credit check or permissible legal prosecution.

The processed personal data will be stored for the duration of the existing contractual relationship and will only be deleted when all factual and legal obligations have been fulfilled and no commercial or tax retention obligations can be complied with. The deadlines and obligations for deletion are also set out in the Metering Point Operation Act. If no contract is concluded, your data will be deleted when you enter it into an online mask when the order process is interrupted and in the case of other contacts no later than three months after the contract initiation or final completion of the process.

General rules

As a matter of principle, data will not be transferred to third parties, except in cases where this is absolutely necessary due to a desired business relationship.

In any case, your separate consent will be collected for a possible data transfer.

We would like to point out that we can only delete your data after the expiry of a legal obligation to retain data, if such a obligation exists. This applies accordingly to any retention obligation arising from a contract with you.

We have introduced technical and organizational security measures to protect your data processed by us against accidental or intentional manipulation, loss, destruction or access by unauthorized persons. Our security measures are continuously improved in line with technological developments.

Our employees and, if applicable, third parties processing data are obliged by us to maintain confidentiality.

Persons under the age of 18 may not transmit any personal data to us without the consent of their parents or legal guardians. We do not request personal data from children and adolescents, do not collect them and do not pass them on to third parties.

Customer's rights

In accordance with the EU GDPR, you have the right to request information from us at any time as to whether we have stored personal data about you. Furthermore, you have the following rights with regard to this stored data:

- the right to information about stored data (Art. 15 EU-GDPR),
- the right to rectification of inaccurate data (Art. 16 EU GDPR),
- the right to erasure of data (Art. 17 EU GDPR),
- the right to restriction of the processing of data (Art. 18 EU GDPR),
- the right to object to unreasonable data processing (Art. 21 EU GDPR) and
- the right to data portability (Art. 20 EU GDPR).

If you have given your consent to the use of data, you can revoke it at any time with effect for the future.

All requests for information, requests for information or objections to data processing should be sent by e-mail to mail@gebrueder-beckmann.de or to the postal address mentioned at the beginning of this information.

You also have the right to lodge a complaint with a supervisory authority, in particular in the Member State of your habitual residence, your place of work or the place of the alleged infringement, if you believe that the processing of personal data concerning you violates the EU GDPR (Art. 77 EU GDPR).

Additional Information

Contact details of our data protection officer:

STREIT GmbH
Andre Klement
Occupational Safety Specialist,
Fire protection and data protection

Changes to our privacy policy

We reserve the right to change our data protection measures if this becomes necessary due to technical developments or due to changes in legislation or case law. In these cases, we will also adapt our privacy policy accordingly. Therefore, please note the current version of our privacy policy.

As of September 14, 2023