General Terms and Conditions of Delivery and Payment:

1. General provisions

a) All goods, services, and offers provided by us are subject exclusively to the terms and conditions set forth below. This also applies to all future transactions with our contracting party, even if our terms and conditions are not agreed upon again in each individual case.

b) The terms and conditions of purchase or other terms and conditions of business of our contracting party do not apply, even if we do not expressly object thereto. They are not binding on us even if, upon entering into an agreement, we make reference to a document of our contracting party that contains or refers to such party's terms and conditions.

2. Formation of agreement, prices

a) Our price indications (identified by an offer number) are non-binding.

b) Orders placed by our customers are binding on us only if we acknowledge them by way of a numbered acknowledgement or acknowledgement of receipt. We may accept orders within three weeks after receipt. Orders accepted by way of acknowledgement of receipt are subject to our review, particularly due to mandatory credit limit requirements that apply to our contracting party. After a positive review, we will send a separate revised acknowledgement.

c) Mere electronic order confirmations (in an EDI format or via email) confirming the receipt of electronic orders do not constitute contractual acceptances of an order.

d) Information on the goods or services in question (particularly weights, dimensions, colors, design or other technical data) are deemed to be only approximate unless the usability for the contractually intended purpose requires exact conformance. Such information is not deemed to constitute guaranteed quality features (*garantierte Beschaffenheitsmerkmale*). Deviations customary within the industry and legally or technically necessary adjustments are permissible insofar as the usability for the agreed-upon purpose is not adversely affected thereby. We will inform our contracting party without delay of any deviations or adjustments.

e) Our prices are valid for the scope of goods and services stated in the acknowledgement. Additional or special services will be billed additionally.

f) Unless otherwise agreed, all of our prices are in Euros ex works without packaging and loaded free on truck (applicable Incoterm 2020: FCA Vistaline production site). Packaging is billed at cost. Freight charges must be advanced without discount by the contracting party upon request or reimbursed without discount.

g) Unless otherwise agreed, all prices are subject to all taxes, customs duties, and any other fees and charges that may apply. These will be billed at the rates applicable at the time of invoicing.

h) If more than six months have elapsed between the acknowledgement or the acknowledgement of receipt and the call off (*Abruf*) of the on-demand order, we reserve the right to bill our prices as applicable at the time of delivery. We will also pass on any price reductions. In the event of a price adjustment, our contracting party will receive a new acknowledgement.

i) We reserve the right to make reasonable adjustments to our catalog prices during the business year applicable to orders not yet accepted and at our reasonable discretion.

j) Any technical information or advice is provided purely as a courtesy and excluding any liability unless the rendering of advice is expressly agreed in writing as part of our services.

3. Delivery, delivery periods

a) Our stated delivery periods or dates are approximate only unless a fixed delivery period or fixed date has been expressly agreed upon. We are entitled to give notice of a specific delivery date (delivery advice).

b) Our contracting party is obligated to accept the delivery on the date specified in the delivery advice. We reserve the right to charge any costs we incur as a result of delays in accepting the delivery.

c) Unless otherwise agreed or otherwise handled by us to the contracting party's benefit, deliveries are made ex works without packaging and loaded free on truck (applicable Incoterm 2020: FCA Vistaline production site). If we are obliged to deliver the goods to the contracting party, the contracting party shall ensure suitable conditions for unloading at the destination, in particular, a level footprint for trucks, a loading ramp for level unloading and sufficient distance from moving traffic.

d) Unless otherwise agreed, the risk of loss and price will pass to the contracting party upon the transfer of the goods to the shipper. This also applies if delivery is paid for by us. Transportation insurance will obtained only at the contracting party's request, and only at the contracting party's expense.

e) We are entitled to make reasonable partial deliveries if the partial delivery is usable by our contracting party within the scope of the agreed-upon purpose and if the contracting party does not incur significant additional effort or additional costs due to this. Partial deliveries will be billed at the value of the partial delivery and are payable by the contracting party pursuant to the provisions of section 5.

f) We assume no responsibility for delays in delivery due to *force majeure* or other events that were not foreseeable at the time of the formation of the agreement and for which we are not responsible (e.g. strikes, lawful lockouts, epidemics, shortage or lack of raw materials, energy, or labor, incorrect or delayed delivery by our suppliers, or other disruptions in business operations (Disruptions)). In this case, the delivery period will be extended at least by the time required to remedy the Disruption, i provided that the Disruption affects production or shipping of the goods. We will notify the contracting party of the occurrence and end of such Disruptions without undue delay by way of a "delivery to be delayed letter".

g) If the Disruption should make delivery significantly more difficult or impossible for us and if the Disruption is not temporary, we may rescind the agreement in whole or in part. Any payments made will be returned without undue delay in the event of a rescission. Additional claims for damages by our contracting party are excluded. A non-temporary Disruption as defined above is presumed to exist if the Disruption continues for a longer period of time than five weeks. If it becomes unreasonable burdensome for the contracting party to accept the goods due to a non-temporary Disruption, the contracting party may also rescind the agreement by setting a time limit by way of a written declaration to us.

4. Call-off, order cancellations

a) Orders that have been acknowledged on-demand, but without specification of a delivery week, must be called off by our contracting party with a suggested delivery week (delivery date: on-demand). We must specifically confirm the order week. Agreed-upon delivery periods will not com-mence until the order has been called off.

b) If the contracting party either does not call off the goods within a period of one week after our request or does not call off within twelve months after the order confirmation, we are entitled to rescind the agreement (cancellation) or to deliver goods that have already been produced without setting any further time limits or without any further notification to the contracting party, to a warehouse at our facility or to a warehouse at the facility of a third party, in any case at the contracting party's expense. No cancellation notice will be sent.

c) In the case of orders with acknowledgement of receipt that have not been positively reviewed, particularly with regard to the mandatory credit limit requirements, within twelve months after the order confirmation, we are entitled to rescind the agreement (cancellation). No cancellation notice will be sent.

5. Payment

a) Our invoices are payable immediately without any deductions. Agreements on cash discounts (Skonto) and time of payment terms (deferrals) apply only to the specifically acknowledged order and do not establish any general deferral of the due date.

b) If the contracting party is in default with a payment or has discontinued payment, all open invoice amounts are payable immediately, even if payment deferrals have been granted in individual cases. The same applies in the event of significant deterioration in the contracting party's financial situation that jeopardizes our claim to payment.

c) If the contracting party's financial situation should significantly deteriorate so as to jeopardize our claims arising out of the respective legal relationship, we are entitled to demand advance payment or reasonable collateral for further goods or services provided under that legal relationship. This also applies if such circumstances are present prior to the formation of the agreement and we do not become aware of these until later. If no advance payment is made or no collateral is furnished within the grace period despite a warning and a reasonable grace period, we are entitled to rescind the agreement and claim damages.

d) In case the contracting party is in default with a payment, we are entitled to liquidated damages for internal costs in the amount of EUR 40.00.

6. Set-off and right of retention

The set-off of counterclaims by our contracting party or assertion of a right of retention is excluded unless the set-off or right of retention is based on the same legal relationship or on section 320 of the German Civil Code or the claims are undisputed or legally binding.

7. Contracting party's obligation for lump-sum damages

In all cases in which the contracting party is obligated to pay damages in lieu of performance, we may request damages of 20% of the invoice amount, subject to proof of higher damages. The contracting party is free to prove that damages have not been incurred, or not in this amount.

8. Retention of title

a) The retention of title agreed hereinafter serves to secure all of our existing and future claims against our contracting party (secured claims).

b) We reserve title to all goods delivered by us (goods subject to retention of title), including any surrogates, until the purchase price has been credited to one of our bank accounts. In addition, we reserve title to the goods subject to retention of title until the secured claims have been fully satisfied.

c) The contracting party is entitled to further process and resell the goods subject to retention of title in the ordinary course of business provided that the contracting party is not in default of fulfillment of its obligations to us and has not discontinued payment. Specifically, the following applies:

(1) The processing or transformation of the goods subject to retention of title takes place for us as manufacturer within the meaning of section 950 German Civil Code. By processing or transforming the goods subject to retention of title, we, and not the contracting party, acquire ownership of the new object. Should the contracting party acquire ownership in the future nonetheless, the contracting party shall transfer ownership to us for purposes of securing the secured claims. The contracting party's expectant right (*Anwartschaftsrecht*) with regard to the processed or transformed good will continue to be in effect. The contracting party will indemnify us *inter partes* with regard to any and all third-party claims resulting from the processing or transformation.

(2) If the goods subject to retention of title are processed, intermixed, commingled or combined with other objects, we will acquire a co-ownership share (*Miteigentumsanteil*) in the new object corresponding to the ratio of the invoice value of our goods subject to retention of title to the total value (co-ownership shares). If the goods subject to retention of title are combined with other objects to form a unit, and if one of these objects is to be viewed as the main object, or if the goods subject to retention of title are permanently installed, the contracting party transfers to us—insofar as possible—the proportional co-ownership share as collateral pursuant to the first sentence above. The provisions applicable to the goods subject to retention of title apply accordingly to the co-ownership shares.

(3) The contracting party hereby assigns to us as collateral, already at this time, the claims arising from any resale of the goods subject to retention of title (in the case of co-ownership, pro rata according to the co-ownership share), irrespective of whether the goods subject to retention of title have been resold without or after processing. The same applies to claims based on other legal grounds that take the place of the goods subject to retention of title (e.g. claims based on work performance, insurance claims, or claims based on tortious acts) or claims based on non-recourse factoring of the claims.

(4) If the goods subject to retention of title have been processed, intermixed, commingled, or permanently installed, we are entitled, based on this assignment of collateral, to a first priority fraction of the respective claim from the resale corresponding to the ratio of the invoice value of our goods subject to retention of title to the invoice value of the object.

(5) If the contracting party sells the goods subject to retention of title together with other goods not supplied by us, the contracting party hereby assigns to us a first priority share of the claim arising from the joint sale in the amount of the invoice value of our goods subject to retention of title.

(6) If the claim from the resale is based on a current account relationship between the contracting party and its customer, the contracting party hereby assigns to us its claims arising from the current account relationship, in the amount of the invoice value of the goods subject to retention of title.

(7) The assignment includes, in particular, not only claims to payment, but also claims for surrender and return of the goods, especially in the event that the contracting party's resale is likewise subject to retention of title.

(8) We hereby accept the foregoing assignments.

(9) The contracting party is only entitled to resell our goods if the claims arising from the resale are in fact assigned to us and the contracting party retains title until its claim arising from the resale is paid in full.

(10) Until our revocation, the contracting party is entitled and obligated to collect the claims assigned to us. The authorization to collect expires upon revocation, which may occur in the event of the contracting party's default of payment, discontinuation of payment or a significant deterioration in the contracting party's financial situation that jeopardizes our claim.

(11) The contracting party is obligated to provide us, upon request, with a detailed list of the claims assigned by way of security, including the names and addresses of its customers, the amounts of the individual claims, invoice dates, etc., and provide us with all of the information and documentation necessary to assert the assigned claims. The contracting party must disclose the assignment of collateral to its customers at our request.

(12) The contracting party is required to hold any amounts collected on our behalf pursuant to subsection (10) above in a separate bank account and transfer them to us without delay to satisfy the secured claims.

d) Pledging or transferring title as security of the goods subject to retention of title is not permitted. We must be notified without delay of any attachments or other third party intervention regarding the goods subject to retention of title, with identification of the creditor.

e) At the contracting party's request, we will release goods subject to retention of title, to be selected by us, as well as the objects and claims replacing them if and insofar as their total value exceeds the amount of the secured claims by more than 10%.

f) In the event of default or discontinuation of payment by the contracting party, we are entitled to request surrender and return of the goods subject to retention of title, upon notification of rescission of the agreement.

g) The contracting party will hold the goods subject to retention of title in safekeeping for us at no charge. The contracting party is required to insure them at original value in the usual extent against the usual risks, such as fire, theft, and water, at its own expense.

9. Warranty claims

a) Our goods are industrially manufactured and intended for use by end customers in private households.

b) The goods supplied must be inspected carefully without delay after delivery as well as prior to the installation at the end customer. The provisions of section 377 of the German Commercial Code (HGB) and the notices on the delivery note apply. The place of subsequent performance is the place of our registered office. At our request, the goods that are subject to a complaint must be returned to us. In the event of a justified complaint of defect, we will refund reasonable return transportation costs.

c) If we are obligated to subsequent performance in the event of defects, such performance will take place, at our option, by repair or replacement. In the event that repair or replacement should fail, if repair or replacement is impossible, unreasonable, refused, or unreasonably delayed, the contracting party may only rescind the agreement or reduce the purchase price by a reasonable amount. Rescinding the agreement is only an option if the defect is not trivial (i.e. the hypothetical costs associated with curing the defect must exceed the invoice amount by at least 10%).

d) We have no obligation to subsequent performance if the contracting party modified the goods or has them modified without our consent and the correction of the defect is made impossible or unreasonably more difficult as a result. The same applies to other warranty claims.

e) The contracting party will not assert recourse claims against Vistaline for the costs and expenses (removal and installation costs) it has incurred in the context of its subsequent performance vis-à-vis end customers. In this respect, the contracting party waives its claims pursuant to section 445a (1) and (2) German Civil Code as well as section 439 (3) German Civil Code against Vistaline. In return, Vistaline grants an equivalent compensation comprising the following elements:

(1) extented warranty: the warranty period for furniture and parts thereof which are produced by Vistaline itself is extended to ten years beginning with the handover of the goods to the contracting party. This extension is subject to demonstrated proper assembly, handling and care of the defective goods as well as subject to non-defective goods needed for supplementary performance still being available with us or still being manufactured by us.

(2) Discounts: consideration and compensation of the removal and installation costs to be borne by the contracting party by means of agreed discounts on Vistaline catalogue prices.

(3) Simplified complaint process: the contracting party is only obliged to report the defects of the goods. The contracting party only needs to provide a proof of the relevant defect upon Vistaline request.

f) Insofar as our goods are to be qualified as digital products (section 327 para. 1 sentence 1 German Civil Code) or as goods with digital elements (section 327a para. 3 sentence 1 German Civil Code) our contractual partner shall initially use reasonable efforts to obtain relevant software updates pursuant to section 327f German Civil Code or section 475b para. 3 no. 2 and para. 4 no. 2 German Civil Code from the actual manufacturer of the digital product or of the goods with digital elements. Subsequently, the statutory provisions shall apply in any case.

10. Damages

a) Our liability for damages based on fault, irrespective of the legal grounds, particularly arising from impossibility, default, defective or incorrect delivery, breach of contract, violation of duties during contractual negotiations and tortious acts, is limited as follows:

b) We are not liable in the event of simple negligence by our corporate bodies, legal representatives, employees, or other vicarious agents unless a violation of material obligations (*Kardinalpflichten*) is concerned. Our obligation to deliver the goods on time, free of substantial defects as well as our duties to our contracting party's interests so as to enable our contracting party to use the goods in accordance with the agreement or to protect the life and limb of its staff or protect its property against substantial damage constitute such material obligations. Regarding our liability in the event of lack of availability due to missing or incorrect delivery by our own suppliers, see section 3. f).

c) If we are, on the merits, liable for damages, this liability is limited to damages foreseen by us at the time we entered into the agreement as a possible consequence of a breach of contract, or that we could have foreseen if we had exercised a customary level of diligence. Moreover, any damage not affecting the goods themselves (indirect damage – *mittelbare Schäden*), but resulting from defects of the goods are recoverable only insofar as such damage is typically to be expected if the goods are used as intended.

d) The foregoing exclusions and limitations of liability apply to the same extent in favor of our corporate bodies, legal representatives, employees, and other vicarious agents.

e) All the foregoing limitations do not apply to our liability for intentional actions, gross negligence, guaranteed quality features, injury to life, body or health or our liability pursuant to the German Product Liability Act (*ProdhaftG*).

11. Intellectual property rights

a) We reserve ownership and copyright to all documents, photos, videos and advertising materials provided to our contracting party. For as long as the business relationship is continued, our contracting party is authorized to use these vis-a-vis third parties to promote our goods and as agreed and in compliance with our intellectual property rights.

b) In the event that goods supplied by us should be in violation of intellectual property rights or the copyright of a third party, we will, at our option and at our expense, replace or modify the goods or obtain a right of use for ourselves or our contracting party by entering into a corresponding license agreement. Any claims for damages by our contracting party are subject to the limitations set forth in section 10.

12. Miscellaneous

a) The place of performance is the place of our registered office, unless otherwise agreed upon

b) If the contracting party is a registered businessman or a legal entity under public law or a special fund under public law or if it has no general place of jurisdiction in Germany, the place of jurisdiction is, at our option, that of the court that has jurisdiction based on the amount in controversy at the place of our registered office or at the place of the registered office of our contracting party. For actions brought against us, the court at the place of our registered office with jurisdiction based on the amount in controversy is the sole place of jurisdiction. Mandatory statutory provisions concerning exclusive places of jurisdiction remain unaffected.

c) The assignment of rights and obligations of the contractual party arising from the respective contractual relationship with us shall require our written consent.

d) The contractual relationship is subject exclusively to German law, excluding the German international civil law (*IPR*) and the United Nations Convention on Contracts for the International Sale of Goods (*CISG*).

e) The legal relationship between us and our contracting party is governed by the agreement entered into in writing, in addition to these Terms and Conditions of Delivery and Payment.

f) The contracting party will notify us without undue delay, and no later than together with the market surveillance authority, of any risks that have become known within the meaning of the Product Safety Act (*ProdSG*).