



General Terms and Conditions – Sales

§ 1 General, scope of application

The following terms and conditions apply exclusively to all deliveries, services and offers of Second Reef GmbH (hereinafter referred to as Second Reef), unless otherwise agreed in writing. These terms and conditions also apply if Second Reef GmbH provides services to the customer without reservation in the knowledge of conflicting or deviating terms and conditions of the customer.

§ 2 Offers / order confirmations

2.1

Offers made by Second Reef are subject to change unless they are expressly designated as binding by Second Reef.

2.2

By ordering the goods, the customer makes a binding declaration that they wish to purchase the ordered goods for a fee.

2.3

Second Reef's written order confirmation alone shall be decisive for the scope and type of delivery. Errors in sales brochures, price lists, offer documents or other documents of Second Reef can be corrected without Second Reef being liable for damages or compensation for these errors.

2.4

The order and the order confirmation are saved by Second Reef and sent to the customer on request together with these GTC by email.

2.5

Should upstream suppliers implement improvements or make changes to their models, Second Reef reserves the right to deviate from its sales documents, offers, and order confirmations, provided that the product in question is of equivalent quality and price and that such deviations are reasonable for the customer.

§ 3 Prices / Terms of payment / Delivery

3.1

Unless otherwise agreed, all prices quoted in general offers are ex Second Reef's registered office in Weiden, Germany. Local taxes, freight, delivery and shipping costs, insurance and customs duties not included. Delivery is carried out by Second Reef's forwarding agent. The buyer may, by written declaration prior to shipment, choose the carrier.

3.2

The Buyer bears costs of packaging for special packing.

3.3

Import duties and taxes may be levied on products ordered for delivery outside the EU. Any additional charges for customs clearance must be

borne by the customer. Second Reef is not responsible for these charges. It is the customer's responsibility to contact their local customs authorities for further information. It should also be noted that when ordering from outside the EU countries, the customer is considered the importer of record and must comply with all laws and regulations of the country in which the product is received.

3.4

Unless otherwise agreed, the EURO is to be understood as the agreed currency.

3.5

In the case of bank transfer, the day prior to the crediting of the transferred amount to the Second Reef's bank shall be considered the day of payment.

3.6

Invoices without fixed payment terms are due immediately, but no later than two weeks after the invoice date. Upon a default in payment, any overdue amounts will accrue interest at a rate of 8% above the basic interest rate. Second Reef reserves its right to assert any further claims regarding damages resulting from a default.

3.7

Discounts shall only apply if agreed in writing on the order form and confirmed by Second Reef. In the absence of such an agreement, discounts shall not apply and shall be excluded.

3.8

If the parties agree on an advance payment of the purchase price or an advance payment of parts of the purchase price, the delivery will not take place until the agreed amount has been paid in full.

3.9

The dates for delivery and/or provision of the goods are not binding unless a date has been agreed upon in writing by Second Reef.

3.10

Second Reef shall be entitled to postpone the delivery or availability of the goods for the entire duration of the force majeure event.

Force majeure shall mean any event beyond Second Reef's control which renders delivery impossible or unreasonably difficult, such as strikes, lawful lockouts, war, import or export bans, shortages of energy or raw materials, or delays in the delivery to Second Reef of goods necessary for the performance of its obligations hereunder for reasons beyond Second Reef's control. The customer may only claim damages for non-performance if the delay in delivery is due to gross negligence or intent on the part of Second Reef.

§4 Risk of Transportation

The risk of loss of or damage to the goods shall pass to the Buyer as soon as Second Reef has dispatched the goods from its premises (i.e. factory, works or warehouse) or when the goods are handed over to the respective carrier or to the Buyer himself.

§5 Defective Goods

5.1

The customer must inspect the delivered goods immediately upon receipt.

5.2

Obvious defects must be reported to Second Reef in writing within one week of receipt of the goods. Hidden defects must be reported to Second

Reef in writing within two weeks of their occurrence, but no later than one year after delivery of the goods.

5.3

If the customer fails to comply with the aforementioned obligations to give notice of defects, the goods shall be deemed to have been accepted and the rights under Sections 5.4 and 5.5 shall remain unaffected.

5.4

If the Customer has given notice of defects in due time and is therefore entitled to subsequent performance, Second Reef shall be entitled, at its own expense, either to remedy the defect or to deliver a defect-free item.

5.5

If the remedy fails twice or if Second Reef is otherwise unable to remedy the defect or if the remedy is delayed beyond a reasonable period set by the Customer, the Customer shall be entitled to reduce the purchase price or to rescind the contract. In lieu of performance, the Customer may also claim damages or reimbursement of expenses. If the customer chooses to rescind the contract, the customer shall not be entitled to any additional damages for the defective goods.

5.6

Unless Second Reef has acted fraudulently, any claims by the Customer in respect of the Goods shall become statute-barred and unenforceable one year after delivery of the Goods.

5.7

Minor, technically unavoidable deviations in quality, color, width, weight, equipment or design cannot be claimed as defects. This also applies to customary deviations.

§6 Invalid Discounts

In the event of judicial or extrajudicial composition proceedings, bankruptcy, or default in payment on the part of the Buyer, as well as in the event of a judicial claim for all or part of the invoiced purchase price, any discounts agreed by the Seller shall cease to apply.

§7 No rights of retention or offsetting

Second Reef is not entitled to assert a right of retention or to offset counterclaims unless these are undisputed or have been legally established.

§8 Retention of Title

8.1

The goods remain the property of Second Reef until full payment of all claims arising from the delivery of goods from the entire business relationship, including ancillary claims or claims for damages, etc., has been made.

8.2

Prior to becoming the owner of the goods, the customer is not entitled to pledge, to assign by way of security, process or modify the goods. However, Customer shall be entitled to sell the Goods to third parties in the ordinary course of business, unless Customer and the third party have entered into a non-assignability agreement with respect to the consideration. If a third party acquires an interest in the goods as a result of a resale to such party, the customer agrees to assign to Second Reef all of its rights and claims against such third party. Second Reef hereby accepts this assignment.

8.3

Any combination, amalgamation and/or processing of the goods (sections 947, 948 and 950 BGB [German Civil Code]) shall be deemed to have been made on behalf of Second Reef. Second Reef shall acquire title to the resulting product in the ratio of the invoiced value of the goods and services provided by Second Reef to the total invoiced value of the resulting product. If the goods have been re-sold to a third party, the assignment of rights and claims performed in accordance with Section 8.2 above shall be valid solely up to the amount of the invoiced value of goods and services provided by Second Reef.

8.4

Upon a default in payment by the customer, Second Reef has the right to disclose to any applicable third party that it holds an interest in the goods pursuant to the assignment delineated above and to assert any of its claims directly. The customer is obligated to provide and deliver to Second Reef all documentation required for the assertion of such claims. The customer must also make available to Second Reef, completely and in a timely fashion, all information about any events that might affect the obligations described above.

§9 Miscellaneous provisions

9.1

The contractual relationship between Second Reef and the Buyer is governed by the laws of the Federal Republic of Germany without regard to conflict of law rules. The provisions of the UN Convention on Contracts for the International Sale of Goods are excluded from this contract.

9.2

The place of jurisdiction shall be 92637 Weiden, Germany.

9.3

Should any provision of the above terms and conditions be invalid, this shall not affect the validity of the remaining provisions. In this case, the invalid provision shall be replaced by a legally valid provision that comes closest to the economic content of the valid provision.

9.4

Amendments, supplements or ancillary agreements to this agreement must be made in writing to be effective. This also applies to the waiver of the written form requirement.