

General Terms and Conditions of Delivery and Payment for Sales by d&b audiotechnik GmbH & Co. KG (Version dated September 2024)

General Terms and Conditions of Sale

1. Scope of application

1.1. We, d&b audiotechnik GmbH & Co. KG, Eugen-Adolf-Strasse 134, 71522 Backnang (hereinafter referred to as "**we**", "**us**" or "**d&b**") shall supply all goods and services in all sales channels solely according to the following General Terms and Conditions of Sale (hereinafter referred to as "**GTCS**"). These GTCS shall form an integral part of all contracts which we conclude with our contractual partners (hereinafter referred to as "**purchasers**") in connection with the deliveries, goods and services offered by d&b (hereinafter referred to as "**goods**").

1.2. Unless otherwise agreed, we shall only conclude contracts with entrepreneurs, tradespeople, freelance workers and public institutions within the meaning of § 14 of the German Civil Code (BGB). We shall not conclude any contracts with consumers within the meaning of § 13 of the German Civil Code (BGB), i.e. natural persons who enter into a legal transaction for purposes that are predominantly outside their trade, business or profession.

1.3. These GTCS shall also apply vis-à-vis purchasers to all our future deliveries, services, goods or offers even if they are not separately agreed again. If we refer the purchaser to more up-to-date General Terms and Conditions of Sale, they shall replace these General Terms and Conditions of Sale for all our deliveries, services, goods and offers provided from that date onwards.

1.4. General Terms and Conditions of the purchaser or of third parties shall not apply even if we do not object to them separately in an individual case. Even if the purchaser refers in a letter to his General Terms and Conditions or General Terms and Conditions of a third party, or this letter contains these General Terms and Conditions, this shall not be regarded as acceptance of their inclusion. These General Terms and Conditions may only then be used in exceptional cases if this is explicitly agreed by the purchaser and us, at least in text form. Our GTCS shall also apply if we make a delivery to the purchaser without reservation despite being aware of General Terms and Conditions of the purchaser which conflict with or deviate from our own GTCS.

2. Offer and conclusion of a contract

2.1. Our offers shall be subject to change and non-binding, unless they are expressly designated as binding or contain a specific acceptance period.

2.2. The contract between us and the purchaser shall come about depending on the order type selected by the latter:

2.2.1. Orders via the d&b online shop:
If the purchaser orders goods via the d&b online shop, the contract shall come about at the time when we sent the purchaser confirmation of the order by e-mail. Orders or contracts may be accepted

by d&b within 14 calendar days after receipt. Completion of the order process, "ordering subject to payment" or our automatic confirmation of receipt of the order after completion of the order process shall not be relevant to the conclusion of the contract.

2.2.2. Orders received via e-mail, by fax or over the phone:
If the purchaser orders goods via e-mail, by fax or over the phone,

the contract shall come about when we have sent the purchaser confirmation of the order via e-mail, by fax or in writing. Orders or contracts may be accepted by d&b within 30 calendar days after their receipt.

2.3. Only the concluded contract, including these GTCS, shall apply to our legal relationship with the purchaser. The contract shall fully contain all the agreements between us and the purchaser (hereinafter referred to as the "**contracting parties**") relating to the subject of the contract. Any oral promises made by us prior to the conclusion of the contract shall not be legally binding. Oral agreements between the contracting parties shall be replaced by the written contract, unless the written contract specifies each time that the oral agreements will also continue to apply with binding effect.

2.4. All information relating to the subject of the delivery, services or goods (e.g. technical specifications, dimensions, weights, utility values, tolerances and similar) and our descriptions of the same (e.g. drawings and diagrams) shall only be approximate information, unless use for the contractually agreed purpose necessitates exact conformity. This information shall not represent guaranteed qualities, but rather descriptions or designations of the delivery, service or goods. Normal trade variations and differences, which are due to legal regulations or represent technical improvements, and the replacement of components by equivalent parts shall be permitted if they do not adversely affect use for the contractually intended purpose. We shall reserve the right to make design changes and other modifications to the goods at any time, provided they do not seriously affect utilisation of the goods.

3. Delivery period

3.1. Delivery periods and dates stipulated by us for goods and services shall be non-binding, unless a fixed period or a fixed date is expressly agreed in writing.

3.2. Binding delivery periods shall commence on the date of our order confirmation depending on the order type according to § 2.2.

3.3. If the purchaser fails to comply with his contractual cooperation obligation towards us or does not pay on time, the delivery period shall be suspended for as long as the purchaser fails to meet his contractual obligation or is in default of any payment. This provision shall apply irrespective of our rights due to

default on the part of the purchaser.

3.4. We shall be entitled to make partial deliveries.

4. Shipment

4.1. Unless otherwise stipulated, the place of performance for all obligations from the contract shall be 71522 Backnang, Germany.

4.2. Unless otherwise agreed in the contract, the goods shall be delivered Free Carrier (FCA) Ilsfeld in accordance with INCOTERMS® 2020.

4.3. If shipment is delayed due to circumstances for which we are not responsible, we shall store the delivery item at the purchaser's risk and expense, and shall notify him about readiness of the goods for dispatch.

5. Delivery on call

5.1. Deliveries on call shall require an explicit written agreement between the contracting parties. Unless otherwise agreed, the delivery shall become due for acceptance at the latest six (6) months after confirmation of the order.

5.2. The purchaser shall be in default of acceptance if the invoice amount relating to the goods ready for delivery is not credited to the account shown on the invoice within two (2) weeks after this readiness. If default on the part of the purchaser entitles us to demand compensation on account of non-performance, our claim shall amount to at least twenty (20) per cent of the agreed remuneration, unless the purchaser proves that we incurred much lower damage. We shall reserve the right to produce documentary evidence to the effect that we incurred higher damage.

6. Industrial property rights

6.1. We shall reserve the rights to all drawings, diagrams, brochures, catalogues, models and other documents and aids which we provide free of charge as part of offers and cost estimates, as well as in other ways. The purchaser may not make the above-mentioned items (per se or their contents) available to third parties or disclose them without our express approval. The purchaser may also not use or reproduce these items personally or through third parties without our express approval.

6.2. The purchaser may only use the documents and drawings, which are supplied to him, in accordance with the purpose of the contract. In particular, the purchaser shall not be permitted to pass on these documents and drawings to third parties. If a contract does not come about, the purchaser shall return all documents supplied by us without retaining any copies. If the above-mentioned items were sent electronically, these data shall be deleted, where technically possible, and shall be permanently blocked otherwise.

7. Prices

7.1. The prices shall apply to the scope of supply and delivery shown in the order confirmation. Additional or special services shall be charged separately. The prices shall be shown net in Euros (EUR) from our delivery warehouse plus VAT, freight, postage, packing,

insurance and – in the case of export deliveries – customs duties, fees and other public charges if relevant.

7.2. The prices shown in our order confirmation shall be valid for a period of four (4) months from the date of the order confirmation. If delivery – fully or partially – only takes place after this period of four (4) months, the valid price on the date of delivery shall be calculated.

8. Payment terms

8.1. Invoices shall be issued when the order is ready for shipment. The invoices shall become due for payment immediately without any deductions. The deciding factor for the payment date shall be the date when the money is credited to our account.

8.2. If the purchaser fails to pay on the due date, we shall be entitled to charge nine (9) per cent interest above the base rate of the German Federal Bank for the outstanding amounts with effect from the due date for payment. We shall also reserve the right to claim further damages due to delay.

8.3. We shall reserve the right to demand advance payment for the delivery of ordered goods.

9. Liability restrictions

9.1. We shall have unlimited liability if the cause of the damage is due to our intentional or grossly negligent infringement of an obligation.

9.2. We shall be liable for any slightly negligent infringement of material obligations. Material obligations shall be obligations whose infringement jeopardises the attainment of the purpose of the contract or whose fulfilment is absolutely necessary to properly execute the contract and on whose compliance the purchaser may regularly rely as a matter of course. Another material obligation shall be the obligation to sell deliveries, services or goods free of material defects that seriously impair the functionality or usability of the deliveries, services or goods. We shall not be liable for any slightly negligible infringement of obligations other than those shown in the above-mentioned sentences.

9.3. If we are liable to pay compensation on grounds of cause according to § 9.2, this liability shall be limited to foreseeable damage typical of the contract, which we should have anticipated at the time of conclusion of the contract as a possible consequence of an infringement of a contractual obligation or which we should have foreseen if we had applied due diligence. Indirect and consequential damage, which is the result of defective deliveries, services or goods, shall also only be liable for compensation if this damage can be typically expected when deliveries, services or goods are used in accordance with the relevant regulations.

9.4. In the event of liability for slight negligence, our obligation to pay compensation for material damage and any resulting additional financial damage shall be limited to a sum of €3,000,000 per case of damage even if material contractual obligations are infringed.

9.5. The above liability exclusions and restrictions shall

apply equally to the organs, legal representatives, employees and other agents of d&b.

- 9.6. If we provide technical information or act as an adviser and this information or advice does not form part of the contractual scope of services that we agreed, this shall take place free of charge and to the exclusion of any liability.
- 9.7. If delivery or service is impossible, the purchaser shall be entitled to demand compensation in accordance with § 9. This provision shall not apply if we are not responsible for impossibility of performance. The purchaser's compensation shall be limited to ten (10) per cent of the value of that part of the delivery or service which can be fulfilled due to impossibility of performance.
- 9.8. We shall not be liable for impossibility of delivery or service, or for delivery delays if they were caused by force majeure or other unforeseeable events at the time of conclusion of the contract and where we are not responsible. If these events make it difficult or even impossible for us to supply the goods or services and the problem is not merely temporary in nature, we shall be entitled to withdraw from the contract. In the case of temporary hindrances, the delivery periods or service periods shall be extended or the delivery dates or service dates shall be deferred by the period of the hindrance plus a reasonable lead time. If the purchaser cannot be reasonably expected to accept the delivery or services on account of the delay, he may withdraw from the contract by sending us a written statement immediately.
- 9.9. If we are in default with the delivery or service, the following shall apply in addition to the liability restriction in § 9:
- 9.9.1. Any claim for compensation shall be limited to one (1) per cent of the value of the delivery item for every full week of default, but at most to ten (10) per cent of the value of the delivery item for which we are in default.
- 9.9.2. If the purchaser grants us a reasonable period of grace after we are already in default, he shall be entitled to withdraw from the contract after the fruitless expiry of this period of grace.
- 9.9.3. The purchaser shall only be entitled to enforce compensation claims amounting to the foreseeable damage due to non-performance if default was based on intention or gross negligence; the liability to pay compensation for default shall be limited to fifty (50) per cent of the foreseeable damage that occurred.
- 9.10. The restrictions in § 9 shall not apply to our liability for guaranteed characteristics, due to loss of life, physical injury or damage to health, or according to the Product Liability Act.

10. Warranty

- 10.1. The warranty period shall be one (1) year after delivery or performance. This period shall not apply to compensation claims by the purchaser due to loss of life, physical injury or damage to health, or on account of intentional or grossly negligent infringements of obligations by us or our agents that become statute-barred each time according to legal

regulations.

- 10.2. The purchased items shall be carefully inspected as soon as they have been delivered to the purchaser or a third party stipulated by the purchaser. With regard to obvious defects or other defects which would have been recognisable if a careful inspection had taken place, the purchased items shall be deemed to have been approved by the purchaser if we do not receive a written notice of defects within 8 calendar days after delivery or unpacking. In the case of other defects, the purchased items shall be deemed to have been approved by the purchaser if we do not receive a notice of defects within 8 calendar days after the date when the defect was discovered; however, if the defect became obvious at an earlier date during normal use, this earlier date shall apply to the start of the complaint period. At the request of d&b, a purchased item forming the subject of complaint shall be returned to us at the purchaser's expense. In the event of a justified complaint, d&b shall pay the costs for the cheapest dispatch method; this provision shall not apply if the costs increase because the purchased item is at an address other than the place of intended use.
- 10.3. In the event of material defects in the delivery items, we shall be entitled to either repair them or provide a new product free of charge within a reasonable period of time which we define. In the event of failure, i.e. impossibility of performance, unreasonableness, refusal or unacceptable delay regarding the repairs or a replacement delivery, the purchaser may withdraw from the contract or reduce the purchase price by a reasonable amount. In the event of a minor defect, the purchaser shall not be entitled to withdraw from the contract. Replaced delivery items or parts shall become our property.
- 10.4. Any claim for subsequent performance according to § 10.3 shall be excluded if the delivery item is used in an unsuitable or improper way, is handled incorrectly or negligently, or is modified without our prior approval. If repairs are carried out by the purchaser or a third party, we shall not be liable for any resulting consequences.
- 10.5. In the event of material defects in parts of delivery items which we purchase from other manufacturers and which we cannot rectify due to licensing reasons or other reasons, we shall be entitled to either enforce our warranty claims against the manufacturers and suppliers on account of the purchaser or to assign these claims to the purchaser.
- 10.6. In the event of legal defects, the provisions of § 10 shall apply provided
- 10.6.1. the purchaser immediately informs us in writing about any claims enforced by third parties,
- 10.6.2. the purchaser does not acknowledge an alleged infringing action either directly or indirectly,
- 10.6.3. we retain all opportunities for defence without any restrictions,
- 10.6.4. the legal infringement is not due to the fact that the purchaser changed the delivery item or did not use it in accordance with the contract, and

10.6.5. the legal defect is not attributable to instructions from the purchaser.

10.7. If we infringe industrial property rights of third parties through the sale of our products, we shall either endeavour to obtain a corresponding right of use or modify the delivery item within a reasonable period of time to such an extent that industrial property rights are no longer infringed. If we are unable to do this on account of reasons which we regard as inappropriate and unreasonable, both the customer and d&b shall be entitled to withdraw from the contract.

10.8. The limitation period for defect claims shall be one (1) year. In the case of a building or a product which was used according to its normal purpose for a building and caused the defectiveness in the building, the limitation period for defect claims shall be limited to five (5) years.

10.9. If used items are purchased in agreement with the purchaser in an individual case, any warranty for material defects shall be excluded.

11. Reservation of title

11.1. We shall reserve title to the goods delivered by us until all our claims, including claims resulting from other deliveries and all ancillary claims, have been paid in full. The deliveries, services or goods and the superseding deliveries, services or goods covered by the reservation of title according to the following provisions shall hereinafter be referred to as **"reserved goods"**.

11.2. The purchaser shall store the delivery items for us free of charge. The purchaser shall be obliged to handle the reserved goods carefully; in particular, the purchaser shall be obliged to adequately insure, at his own expense, the reserved goods against damage caused by fire, water and theft.

11.3. The purchaser shall be entitled to process and combine the reserved goods in the ordinary course of business up until the occurrence of an enforcement event according to §11.9. If the reserved goods are processed and combined with other goods not belonging to the purchaser, we shall acquire co-ownership (fractional ownership) in the ratio of the invoice value of our goods to these other goods at the time of processing or combination.

11.4. The purchaser may only sell our reserved goods in the ordinary course of business by passing on the reservation of title and only as long he is not in default of payment. Purchase price claims by the purchaser in connection with the resale of our reserved goods shall now be assigned to us in the amount of the proportionate value of our delivery until all our claims have been settled. On request, the purchaser shall immediately send us a list of the assigned claims. The purchaser shall have the revocable right to collect these claims.

11.5. Pledgings and transfer by way of security shall not be permitted.

11.6. We shall release any securities accruing to us if they exceed our outstanding claims by more than 10%.

11.7. We shall be entitled to take back the reserved goods

in the event of default in payment, the imminent cessation of payments or justified doubts regarding the customer's ability to pay. The purchaser shall be obliged to return the reserved goods. Our enforcement of the reservation of title and pledging of the delivery items shall not be regarded as withdrawal from the contract. The purchaser shall pay all the costs of the return and enforcement of the reserved goods.

11.8. If third parties gain access to the reserved goods, especially through pledging, the purchaser shall immediately refer them to our property and inform us so that he can assert our ownership rights. If the third party is unable to reimburse us for the judicial and non-judicial costs incurred in this respect, the purchaser shall be liable for these costs.

11.9. If we withdraw from the contract due to conduct by the purchaser in breach of contract, especially on account of default in payment (hereinafter referred to as a **"enforcement event"**), we shall be entitled to demand the return of the reserved goods.

12. Re-export to Russia/Belarus

12.1. The purchaser may not sell, export or re-export the goods sold or supplied to him by d&b either directly or indirectly to a natural person, a legal person, an organisation or an institution in Russia or Belarus, nor may he deliver them for the purpose of use in Russia and Belarus if the goods in question fall within the scope of application of Article 12g of Regulation (EU) No. 833/2014.

12.2. If the goods purchased from d&b are (re)sold or re-exported to third parties, or are supplied to third parties in another way, the purchaser shall ensure to the best of his ability that the obligation under § 12.1 is transferred and that the purpose of § 12.1 is not frustrated.

12.3. The purchaser shall set up and maintain a suitable monitoring mechanism in order to oversee the behaviour patterns of third parties further along the trade supply chain (including possible resellers) that would frustrate the purpose of § 12.1.

12.4. In the event of infringement of § 12.1, § 12.2 or § 12.3 by the purchaser, d&b shall be entitled to terminate the contract and supply agreements relating to the contract with immediate effect. Any compensation claims by the purchaser arising from or in connection with the termination of this contract according to § 12.4 shall be excluded. d&b shall also be entitled to demand from the purchaser a contractual penalty amounting to 5% of the purchase price or the order sum. The purchaser shall release d&b from all costs or other damage, especially claims by third parties, intangible losses and administrative fines. This provision shall not apply if the purchaser can prove that he was not responsible for the infringement. The contractual penalty shall be offset against the compensation claims.

12.5. If d&b has justifiable and objectively verifiable doubts about the purchaser's compliance with § 12.1, §12.2 and § 12.3, d&b may refuse to effect performance to the purchaser until these doubts have been eliminated. Claims by the purchaser against d&b due to default or non-performance shall be excluded in this case. This provision shall not apply if

d&b acted intentionally or with gross negligence.

- 12.6 The purchaser shall inform d&b immediately about all problems relating to compliance with § 12.1, §12.2 and § 12.3, including all actions by third parties which might frustrate the purpose of §12.1. The purchaser shall provide d&b with information about compliance with the obligations under § 12.1, §12.2 and § 12.3 within two weeks after receiving such a request for information. Text form shall be sufficient for this request.
- 12.7 d&b shall be entitled to unilaterally cancel these regulations relating to the restriction on re-exports in writing without specifying reasons.

13. Requirements for use of the ArrayCalc software

To install and monitor d&b line arrays, it is mandatory to download and use the d&b ArrayCalc software. This software can be downloaded via "My d&b": <https://www.dbaudio.com/global/en/my-db/> - No additional fees are charged for registration and download of the software. The following Terms of Use apply to My d&b and d&b ArrayCalc:

My d&b: <https://www.dbaudio.com/global/en/legal/terms-and-conditions-my-db/>

d&b ArrayCalc: <https://www.dbaudio.com/eula/arraycalc>

14. Final provisions

- 14.1 If the purchaser is an entrepreneur, a legal entity under public law or a special public asset, or if he does not have a general place of jurisdiction in Germany, the place of jurisdiction for all disputes arising from the business relationship between the purchaser and us shall be Stuttgart, Germany. However, we shall be entitled to take legal action at the registered office of the purchaser. Compelling legal regulations relating to sole places of jurisdiction shall not be affected by this provision.
- 14.2 The relations between the purchaser and us shall be governed solely by German law. The UN Convention on the International Sale of Goods (CISG) dated 11 April 1980 shall not apply.
- 14.3 Any amendments and additions to the signed contract, including these GTCS, shall be effected in writing in order to become valid; this provision shall also apply to the amendment of this written form clause.
- 14.4 If one of the provisions of these GTCS is or becomes wholly or partially void, invalid or unenforceable, or if these GTCS contain a loophole, the validity and enforceability of all other provisions of these GTCS shall not be affected. The contracting parties shall replace a void, invalid or unenforceable provision or a loophole by a legally valid provision which comes as close as possible to the intention of the contracting parties or what they would have agreed according to the meaning and purpose of these GTCS if they had recognised the invalidity of the provision or a loophole. If the invalidity of a provision is based on a fixed criteria of the service or the time (date or deadline), the contracting parties shall agree a provision with a legally permissible criterion that comes as close as possible to the original criterion. This saving clause shall not result in the reversal of the burden of proof. However, § 139 of the German Civil Code (BGB) shall be waived in this respect.