

General Terms and Conditions of Herpa Miniaturmodelle GmbH

(Status: 01.04.2022)

§ 1 Validity of the Conditions

- 1) Unless otherwise expressly agreed, the following "General Terms and Conditions" shall apply to all contracts, deliveries and other services in business transactions with entrepreneurs within the meaning of § 14 BGB (German Civil Code), legal entities under public law or special funds under public law (hereinafter referred to as "Customers"). Within the framework of an existing business relationship, these Terms and Conditions shall also become an integral part of the contract, even if Herpa Miniaturmodelle GmbH (hereinafter referred to as "Company") has not expressly pointed out their inclusion in each individual case and the Customer has not objected to their validity. These "General Terms and Conditions" shall also apply to framework agreements concluded by the Company with the Customer.
- 2) Any terms and conditions of the Customer that conflict with or deviate from these General Terms and Conditions, in particular purchasing terms and conditions, shall not become part of the contract unless the Company expressly agrees to them in text form.

§ 2 Offer and conclusion of contract

- 1) All offers of the Company are subject to change and non-binding, unless they are expressly marked as binding or contain a specific acceptance period. They only represent an invitation to submit an offer.
- 2) A contract shall only be concluded by the Company's order confirmation in text form or tacitly by the execution of the order and shall be governed exclusively by the content of the order confirmation and/or these General Terms and Conditions. In the event of tacit acceptance of the offer, the delivery note or the invoice for the goods shall be deemed to be the order confirmation.
- 3) Oral promises made by the Company, its employees or commercial agents prior to the conclusion of the contract are legally non-binding and are replaced by the contract in text form, unless otherwise agreed. Insofar as the Company, its employees or commercial agents make additions or amendments to the contract after conclusion of the contract, these must be in text form in order to be effective. Verbal declarations by persons who are authorised to represent the Company without restriction or outwardly without restriction shall remain unaffected by the above provision.

§ 3 Prices

1. The prices are always exclusive of the legally owed value added tax.
2. Unless otherwise agreed, payment shall be due immediately upon receipt of the goods and invoice without deduction.
3. In the event of default in payment, the statutory provisions shall apply. In particular, in the event of default, the Company shall be entitled to demand interest on claims at a rate of 9 percentage points above the base interest rate as well as a lump sum of EUR 40.00. Any agreed discounts shall not be granted insofar as the

Customer is in default with payment obligations from previous deliveries.

§ 4 Delivery, transfer of risk and delay

1. In the absence of a deviating agreement, delivery "EXW ex works" (Incoterms 2020) is agreed. Unless otherwise agreed, the loading and unloading of the delivery are not subject matter of the contract. The risk shall pass to the Customer when the goods are handed over to the Customer, the forwarder or the carrier, but at the latest when the goods leave the Company's premises, even if delivery is made by the Company. The risk shall also pass to the Customer if delivery is made from the premises of a third party at the instigation of the Company (so-called drop shipment).
2. Insofar as dispatch or delivery "free domicile" is agreed, this shall be at the risk of the Customer. In both cases, the Company shall only bear the costs for freight and insurance. If dispatch is delayed at the request of or through the fault of the Customer, the goods shall be stored at the Customer's expense and risk. The same applies if the shipment or delivery is delayed due to force majeure or obstacles occurring after conclusion of the contract for which the Company is not responsible. In this case, the notification of readiness for dispatch or delivery is equivalent to the dispatch of the Company. The receipt of the notification shall be deemed to have taken place from the second working day following the dispatch.
3. Partial deliveries are permissible to a reasonable extent. In particular, they are permissible if the partial delivery is usable for the Customer within the scope of the contractual purpose and if the delivery of the remaining ordered goods is ensured.
4. The delivery period shall be extended appropriately - also within a delay - in the event of force majeure and all unforeseen obstacles occurring after conclusion of the contract for which the Company is not responsible (in particular also operational disruptions, strike, lock-out or disruption of traffic routes, cyber attacks on the IT system), insofar as these obstacles can be proven to have a significant influence on the delivery. This shall also apply if these circumstances occur at the Company's suppliers and their sub-suppliers, in particular if they are unable to supply the Company in accordance with the contract and in due time despite the existence of a purchase contract or an order. The Company shall inform the Customer as soon as possible of the beginning and end of such hindrances. The Customer may request the Company to declare whether it intends to withdraw from the contract or to deliver within a reasonable period of time. If the Company does not explain itself immediately, the Customer can withdraw. In this case, claims for damages and/or reimbursement of expenses are excluded. The above provisions apply accordingly to the Customer if the aforementioned obstacles occur at the Customer.
5. In the event of a delay in delivery, the Customer shall be obliged, at the Company's request, to declare within a reasonable period of time whether it still insists on delivery or withdraws from the contract due to the delay and/or demands compensation in lieu of performance. Insofar as the Customer does not declare in

writing within the period, his silence shall be deemed to be a waiver of the fulfilment of the delivery obligation.

§ 5 Packing

1. Packaging will be charged separately per billing transaction.
2. A return of packaging material is excluded insofar as a suitable disposal Company is engaged by the Company in accordance with the Packaging Act. In this case, the Customer is obliged to keep the packaging material ready and to hand it over to the disposal Company. Insofar as the Company agrees with the Customer that the latter waives its right of return in return for the granting of a flat-rate disposal fee, the Customer shall be obliged to hand over the used packaging to a recognised disposal Company which guarantees orderly disposal in accordance with the provisions of the Packaging Act.

§ 6 Retention of title

The Company retains ownership of the goods until the purchase price has been paid in full. In the case of goods which the Customer purchases within the framework of an ongoing business relationship, the Company shall retain title until all its claims against the Customer arising from the business relationship, including future claims, including those arising from contracts concluded at the same time or at a later date, have been settled (retention of balance). This shall also apply if individual or all claims of the Company have been included in a current account and the balance has been struck and accepted. However, the balance reservation does not apply to advance payment or cash transactions that are settled concurrently.

§ 7 Notice of defects, warranty and liability

1. The Company is only liable for defects within the meaning of § 434 BGB as follows: The Customer shall immediately inspect the received goods for quantity and quality. Obvious defects are to be reported to the Company in text form within 7 days of receipt of the goods. Notification of non-obvious defects shall be deemed to have been made in good time if it is received by the Company in text form within 7 days of their discovery by the Customer.
2. In the event of justified complaints, the Company shall be entitled to determine the type of supplementary performance (replacement delivery or rectification), taking into account the type of defect and the justified interests of the Customer. If a replacement delivery is not possible for a limited edition, a credit note will be issued.
3. The Customer's claims for defects shall become statute-barred after 12 months, calculated from the date of delivery.

§ 8 General limitation of liability

1. The Company shall be liable in accordance with the statutory provisions if the Customer asserts claims for damages based on intent or gross negligence, including intent or gross negligence on the part of its representatives or vicarious agents. Furthermore, the

Company shall be liable for culpable breaches of material contractual obligations in accordance with the statutory provisions. Essential contractual obligations are those whose fulfilment makes the proper execution of the contract possible in the first place and on whose compliance the contractual partner may regularly rely. As far as the Company can neither be charged with intent nor gross negligence, the liability for damages is limited to the foreseeable damage typically occurring in contracts of this kind. Indirect damages or consequential damages are only compensable insofar as they are typically to be expected when using the item as intended. This does not imply a change in the burden of proof to the disadvantage of the contractual partner. Liability for culpable injury to life, limb or health shall remain unaffected. Liability under the Product Liability Act shall also remain unaffected.

2. Any further claims for damages, irrespective of their legal basis, are excluded. This also applies insofar as the Customer demands reimbursement of futile expenses instead of a claim for damages in lieu of performance.
3. For technical information or a purely advisory activity, if this is not contractually owed, any liability is excluded.
4. For liability due to gross negligence as well as for claims for damages based on injury to life, body or health, the statutory limitation provisions shall apply.

§ 9 Place of performance, place of jurisdiction and applicable law

1. The place of performance and jurisdiction for all claims and disputes arising from or in connection with the contractual relationship is, insofar as the Customer is a merchant, a legal entity under public law or a special fund under public law, the administrative headquarters of the Company in 90599 Diethenhofen. However, the Company is also entitled to sue the Customer at his place of business.
2. The legal assessment of the relations between the contracting parties shall be governed exclusively by the formal and substantive law applicable in the Federal Republic of Germany, excluding the UN Convention on Contracts for the International Sale of Goods and international trade provisions (CISG). Furthermore, reference norms of German international private law which would lead to the application of foreign legal norms or foreign places of jurisdiction are excluded.

§ 10 Severability clause

Should individual provisions of this contract be invalid, partially invalid or unenforceable, this shall not affect the validity of the remaining provisions. In place of the invalid, partially invalid or unenforceable provision, the parties agree to set a provision that comes closest to the sense and purpose of the invalid, partially invalid or unenforceable provision. Should the parties fail to reach such an agreement, the invalid, partially invalid or unenforceable provision shall be replaced, at the parties' option, by the legal provision that comes closest to the meaning and purpose of the invalid, partially invalid or unenforceable provision.