



General Terms and Conditions of Stock2Capital GmbH

§ 1 Scope

These Terms and Conditions of Sale apply exclusively to entrepreneurs (Sec. 14 German Civil Code).

The contract language is German.

Insofar as these General Terms and Conditions refer to the written form, this includes the text form within the meaning of Sec. 126 b German Civil Code.

These Terms and Conditions of Sale shall also apply for all future transactions with the client, insofar as these are legal transactions of a related nature.

Individual agreements made with the client in individual cases (including side agreements, amendments and changes) shall in any case take precedence over these Terms and Conditions of Sale. Subject to proof to the contrary, a written contract or our written confirmation shall be decisive for the content of such agreements.

Legally relevant declarations and notifications to be made to us by the client after conclusion of the contract (e.g. setting of deadlines, notice of defects, declaration of cancellation or reduction) must be made in writing to be effective.

§ 2 Offer and conclusion of contract

Orders placed by the client with Stock2Capital merely represent an offer to Stock2Capital to conclude a contract.

All offers are subject to change and are not an obligation to accept an order.

Acceptance is made by Stock2Capital with a separate order confirmation or with delivery of the goods.

§ 3 Prices and payment

All prices are in euros.

Unless otherwise agreed in writing in individual cases, prices are ex works excluding freight, customs duties, additional import taxes and packaging plus VAT at the applicable rate.

Unless a fixed price agreement has been made, the right to make reasonable price changes due to changes in labour, material and distribution costs for deliveries made 3 months or later after conclusion of the contract is reserved.

All payments are to be made exclusively to the account stated on the back page.

The purchase price for deliveries is payable without deduction within 30 days of the invoice date, unless otherwise agreed or different payment terms are stated on the invoice.

The deduction of any discount for early payment is allowed only in case of separate written agreement.

If the agreed payment date is exceeded, default interest of 8% above the respective base interest rate p.a. shall be charged. The right to claim higher damage caused by default is reserved.

The client shall only be entitled to compensation if his claims have been legally established or are undisputed. The client is entitled to exercise a right of retention only to the extent that his counterclaim is based on the same contractual relationship.

§ 4 Retention of title

Stock2Capital retains title to the goods sold until all of Stock2Capital's current and future claims arising from the purchase agreement and an ongoing business relationship (secured claims) have been paid in full.

The goods affected by the retention of title must not be given in pawn or pledged as security to third parties before the guaranteed claims were paid in full. The client must inform Stock2Capital immediately in writing if an application is made to open insolvency proceedings or if third parties have access to the goods belonging to Stock2Capital (e.g. seizures).

In the event of non-payment of the purchase price due, Stock2Capital is entitled to withdraw from the contract in accordance with the statutory provisions and/or to demand the return of the goods on the basis of the retention of title. The demand for the return of goods does not include a declaration of cancellation; Stock2Capital is then only entitled to demand the return of the goods and reserve the right to withdraw from the contract. If the client does not pay the purchase price due, Stock2Capital may only assert these rights if Stock2Capital has previously set the client a reasonable deadline for payment without success or if setting such a deadline was superfluous according to the statutory provisions.

The client is authorised to resell and/or process the goods subject to retention of title in the ordinary course of business. In this case, the following provisions shall apply in addition.

The client hereby assigns to Stock2Capital by way of security any claims against third parties arising from the resale of the goods or the product in total or in the amount of any co-ownership share of Stock2Capital in accordance with the above paragraph. Stock2Capital accepts the assignment. The client's obligations under Sec. 4(2) shall also apply with regard to the assigned claims.

In addition to Stock2Capital, the client remains authorised to collect the claim. Stock2Capital undertakes not to collect the claim as long as the client fulfils its payment obligations, there is no deficiency in its ability to pay and Stock2Capital does not assert the retention of title by exercising a right in accordance with paragraph 3. If this is the case, however, Stock2Capital may demand that the client informs Stock2Capital of the assigned claims and their debtors, provides all information required for collection, hands over the associated documents and informs the debtors (third parties) of the assignment. In this case, Stock2Capital is also entitled to revoke the client's authorisation to further sell and process the goods subject to retention of title.

If the realisable value of the securities exceeds Stock2Capital's claims by more than 10%, it will release securities of its choice at the client's request.

§ 5 Delivery

The delivery period is agreed individually or specified by Stock2Capital in the order confirmation.

If Stock2Capital is unable to meet binding delivery deadlines for reasons for which it is not responsible (non-availability of the service), the client will be informed of this immediately and simultaneously notified of the expected new delivery deadline.

A case of non-availability of the service in this sense is deemed to be, in particular, the failure of the respective Stock2Capital supplier to deliver to Stock2Capital in good time.

The legal provisions of the German Civil Code in the event of default in performance shall otherwise remain unaffected.

Stock2Capital is not liable for the impossibility of delivery or delays in delivery if these are caused by force majeure or other events that were unforeseeable at the time the contract was concluded (e.g. labour disputes, unrest, natural disasters, armed conflicts or terrorism, pandemics, epidemics and plagues) and for which Stock2Capital is not responsible.

In this case, the mutual obligations are suspended for the duration of the hindrance.

This shall also apply in the event of pandemics or epidemics due to which plant closures or quarantine measures or hygiene measures hindering operational processes or other restrictive measures ordered by the authorities to combat the pandemic are imposed and thereby cause disruption of the contractual obligations.

Insofar as the obligations arising from the contract have been suspended in accordance with this clause and this results in a disturbance of the intended balance between performance and consideration, the parties undertake to adjust the contract in such a way that it comes as close as possible to the original balance.

§ 6 Transfer of risk, dispatch

Unless otherwise agreed, Stock2Capital chooses the packaging, mode of dispatch and dispatch route. The risk of accidental loss or accidental deterioration of the goods shall pass to the client when the goods are dispatched to the client, at the latest when they leave the plant/warehouse. This shall apply regardless of whether the goods were shipped from the place of performance, and regardless of who pays the freight costs.

In the event of delays for which the client is responsible, the risk shall already pass upon notification of readiness for dispatch.

At the written request of the client, the goods shall be insured at his expense against risks to be specified by him.

§ 7 Warranty, rights arising from product defects

The statutory provisions shall apply to the client's rights in the event of material defects and defects of title (including incorrect and short delivery), unless otherwise specified below.

Production-related deviations and minor quality fluctuations inherent in the nature of the goods are not defects and therefore do not entitle the client to assert warranty claims of any kind.

Furthermore, claims for defects shall not exist in the event of only insignificant impairment of usability, natural wear and tear or damage arising after the transfer of risk as a result of incorrect or negligent handling or due to special external influences which are not provided for under the contract.

In any case, the client must check the goods immediately for conformity with the contract.

If no notification of obvious defects or other defects that were recognisable during an immediate inspection is received by Stock2Capitel in writing, including by fax or e-mail, within seven working days of delivery of the delivery item or otherwise within seven working days of discovery of the defect, the goods shall be deemed to have been approved.

If the delivered item is defective, Stock2Capital can initially choose whether to provide subsequent fulfilment by remedying the defect (subsequent improvement) or by delivering a defect-free item (replacement delivery). Stock2Capital's right to refuse subsequent fulfilment under the statutory requirements remains unaffected.

Notwithstanding the above provisions, Stock2Capital is liable without limitation for damages to life, body and health that are based on a negligent or wilful breach of duty by its legal representatives or agents, as well as for damages that are covered by liability under the Product Liability Act, and for all damages that are based on wilful or grossly negligent breaches of contract and fraudulent intent.

§ 8 Statute of limitations

Notwithstanding Sec. 438(1) No. 3 German Civil Code, the general limitation period for claims arising from material defects and defects of title is one year from delivery or collection.

The aforementioned limitation periods under sales law also apply to contractual and non-contractual claims for damages by the client that are based on a defect in the goods, unless the application of the regular statute of limitation (Sec. 195, 199 German Civil Code) would lead to a shorter limitation period in individual cases.

Claims for damages by the client pursuant to Sec. 8 (9) and the Product Liability Act shall lapse exclusively in accordance with the statutory limitation periods.

§ 9 Data protection

Stock2Capital collects and stores the client's personal data required for business processing.

The collection, processing and use of personal data are carried out in compliance with the applicable data protection laws.

Upon request, the client shall receive information about the personal data stored about him.

§ 10 Applicable law, severability clause, place of jurisdiction

The contract existing between Stock2Capitel and the client is subject to the law of the Federal Republic of Germany to the exclusion of the United Nations Convention on Contracts for the International Sale of Goods (CISG).

Should a provision in these General Terms and Conditions or a provision within the framework of other agreements be or become invalid, this shall not affect the validity of all other provisions or agreements.

The place of fulfilment and exclusive place of jurisdiction - also internationally - for all disputes arising from this contract is the respective registered office of Stock2Capital.
This shall not affect overriding statutory provisions, in particular regarding exclusive responsibilities.

As of: 18/10/2023