

General Terms of Sale, Delivery and Payment of Kowa Optimed Deutschland GmbH

1. Scope of Application

1.1 The sale of optics, cameras, spotting scopes, binoculars, accessories and other products (hereinafter "**Product**") is exclusively subject to these General Terms and Conditions of Sale, Delivery and Payment (hereinafter "**General Terms and Conditions**"). General Terms and Conditions of the buyer do not apply even if we have not expressly contradicted them.

1.2 Individual agreements, supplementary agreements, additions and amendments shall take precedence over these General Terms and Conditions.

1.3 Additions, amendments and other special agreements require our confirmation in written form to be effective.

1.4 These General Terms and Conditions only apply to merchants, entrepreneurs, legal entities under public law or special funds under public law.

1.5 References to the validity of statutes are only of clarifying significance. Even without such clarification, the statutory provisions shall therefore apply, unless they are directly amended or expressly excluded in these General Terms and Conditions.

2. Conclusion of Contract

2.1 The presentation and advertising of articles in our online shop is always subject to change and non-binding and can be changed without our prior notice, unless it is expressly marked as binding in writing or contains a written acceptance period.

2.2 By sending an order via the online shop by clicking on the button "send order", you place a legally binding order, which represents an offer to us. We can accept the buyer's offer within a period of two weeks from receipt.

2.3 The buyer's order is confirmed by us by e-mail ("order confirmation"). This confirmation of receipt merely documents that the order has been received and does not constitute an acceptance of the offer, unless the confirmation of receipt also declares acceptance.

2.4 A contract with us is only concluded when we accept an order by means of a declaration of acceptance or carry out the delivery.

2.5 If the delivery of the ordered products is not possible, for example because the corresponding products are not in stock, we can refrain from a declaration of acceptance. In this case a contract will not be concluded. We will inform you of this immediately and will refund any consideration already received without delay.

3. Prices & Price adjustment

3.1 Unless otherwise agreed, sales prices quoted are in euros for deliveries FCA warehouse Düsseldorf (Incoterms 2020) plus the applicable statutory value added tax and plus costs of packaging.

3.2 For orders, below 100.00 Euro or the minimum order quantity communicated, we will additionally charge a minimum quantity surcharge and a handling fee.

3.3 Additional costs caused by special requests regarding the mode of shipment (e.g. express transport) shall be borne by the buyer.

3.4 Until delivery, we reserve the right to adjust the prices accordingly if, after conclusion of the contract, there are not only insignificant cost reductions or cost increases (e.g. due to collective agreements, changes in the tax burden, changes in the prices of raw materials and supplies, other price changes of suppliers or exchange rate fluctuations) for which we are not responsible and which were not foreseeable with sufficient certainty at the time of conclusion of the contract. A cost change of 10% of the sales price is considered insignificant. Cost reductions with regard to individual price components are offset against cost increases for other price components. Upon request, we will provide the buyer with evidence of the reasons for the price adjustment. In the event of an ongoing supply relationship, we may, under the same conditions, adjust the prices agreed for future orders.

3.5 The buyer has the right to terminate the contract in case of significant price increases.

4. Terms of payment

4.1 Our invoices are payable without deduction within 30 days of the invoice date and delivery or acceptance of the goods.

4.2 If the payment deadline is exceeded, the buyer is in default without further reminder. Decisive for the timeliness of the payment is the receipt of the invoice amount on the account specified by us.

4.3 However, we are entitled at any time, even within the framework of an ongoing business relationship, to make a delivery in whole or in part only against advance payment or the provision of a reasonable security.

4.4 If, after the conclusion of the contract, it becomes apparent that our claim to the purchase price is endangered by the Buyer's inability to perform or due to other impediments to performance, we shall be entitled to refuse performance in accordance with the statutory provisions and - if necessary after setting a deadline - to withdraw from the contract (§ 321 German Civil Code).

4.5 The buyer is only entitled to set-off or retention rights insofar as his claim has been legally established or is undisputed.

5. Delivery and default of acceptance

5.1 Unless otherwise agreed, deliveries shall be made FCA warehouse Düsseldorf (Incoterms 2020) at our respective location or to a carrier designated by the buyer. In the case of a sales shipment ("*Versendungskauf*"), the risk of loss, damage or destruction of the product is transferred to the buyer at the latest at the beginning of the loading process.

5.2 Indicated delivery periods or delivery dates are non-binding unless they have been expressly agreed in writing as binding. Delivery periods begin with the order confirmation. Four weeks after a non-binding delivery date or a non-binding delivery period has been exceeded, the buyer may request, in writing, delivery within a reasonable period. After receipt of the written request and expiry of the deadline, we shall be in default of delivery if we culpably fail to deliver. As long as the buyer does not fulfil his obligations to cooperate, in connection with the delivery on time, or does not make an agreed down payment, delivery periods are extended or delivery dates are postponed by a corresponding period of time.

5.3 Delivery is subject to us receiving our supplies punctually and in good order. If we are prevented from fulfilling our contractual obligations, be it due to force majeure such as war, terrorism, riots, natural disasters, fire or other unforeseeable circumstances beyond our control such as strikes or lawful lockouts, operational or transport disruptions, difficulties in procuring raw materials or insufficient supply by suppliers, the agreed delivery periods shall be extended or the agreed delivery dates postponed by the duration of the hindrance plus a reasonable start-up period in each case. This also applies if these circumstances occur during an already existing delay. We will inform the buyer of the beginning and the expected end of such circumstances as soon as possible. If the hindrance lasts two months or longer, both parties may withdraw from the contract concerned.

5.4 The buyer is in default of acceptance if he does not accept the product at the end of the binding delivery period or on the binding delivery date. In the event of a non-binding delivery period or a non-binding delivery date, we may notify the buyer that the product is ready for delivery; if the buyer does not accept the product within one week of receipt of the notification of readiness for delivery, he will be in default of acceptance.

5.5 The risk of loss, damage or destruction of the Product shall pass to the Buyer at the latest at the time of default of acceptance. If the buyer is in default of acceptance, we may charge him for the additional expenses we incur as a result. As a lump-sum compensation for storage costs, we may charge 0.1% of the invoice amount for the stored product per calendar day of storage, but not more than 1% per calendar month. The proof of higher damages and our legal claims (in particular compensation for additional expenses, appropriate compensation, termination) remain unaffected; the flat rate is to be offset against further monetary claims. The buyer has the right to prove that we have not incurred any damage or that the damage incurred is less.

5.6 We reserve the right to make changes to the product within the framework of production discontinuations and conversions or minor technical or color deviations during the delivery period, provided that these are reasonable for the buyer in consideration of his interests. The buyer will be informed immediately about the nature, content and scope of such changes.

6. Claims for defects of the buyer

6.1 The Buyer's claims for defects presuppose that he has fulfilled his statutory obligations to inspect and give notice of defects in accordance with § 377 HGB (German Commercial Code). Complaints must be made immediately and in writing, specifically stating the defect. Recognizable defects must be reported to us within one week of delivery at the latest, hidden defects within one week of their discovery at the latest. Claims due to delayed notification of defects are excluded.

6.2 In the case of products intended for installation or other further processing, an inspection must in any case be carried out immediately before processing.

6.3 The obligation to examine and give notice of defects shall also apply if it is agreed that we deliver the product directly to a third party (drop shipment). In this case, the third party can make the notification of defects.

6.4 The basis of our liability for defects is above all the agreed quality of the products. All product descriptions and manufacturer information as well as technical documentation which are the subject of the individual contract or which were made public by us (in particular in catalogues or on our Internet homepage) at the time of the conclusion of the contract shall be deemed to be an agreement on the quality of the goods.

6.5 If there is no agreement on the quality of the goods, the statutory provisions shall apply to assess whether or not a defect exists (§ 434 (1) sentences 2 and 3 German Civil Code). However, we do not assume any liability for public statements of third parties (e.g. advertising statements) which the buyer has not pointed out to us as being decisive for his purchase.

6.6 The buyer's rights in respect of defects do not exist in the case of natural wear and tear or damage that occurs after the transfer of risk as a result of improper use, improper storage or failure to observe the manufacturer's, assembly or operating instructions. The same applies to interventions in or other manipulations of the product. This does not apply if the buyer can prove that the defect claimed by him was not caused by this.

6.7 The costs of examining the product shall be borne by the Buyer. Defective products must be made available to us for inspection upon request.

6.8 If the delivered product is defective, we may choose whether we provide subsequent performance by eliminating the defect (rectification) or by delivering a defect-free item (replacement). Subsequent performance shall take place without recognition of a legal obligation.

6.9 Subsequent performance does not include the removal of the defective item or its reinstallation if we were not originally obliged to install it.

6.10 The place of performance for subsequent performance is the originally agreed place of delivery where we have made the product available for collection or dispatch for the purpose of delivery. We shall reimburse claims of the buyer for expenses incurred for the purpose of subsequent performance, in particular transport, travel, labour and material costs, in accordance with the statutory provisions if a defect actually exists. We are entitled to charge the buyer for the costs of an unjustified demand for the removal of defects, unless the lack of defect was not recognizable to the buyer.

6.11 The right to self-remedy by the Buyer shall only exist in urgent cases, e.g. if operational safety is endangered or to prevent disproportionate damage. The buyer has the right to demand compensation from us for objectively necessary expenses incurred in this connection. We are to be informed immediately, if possible in advance, of any such self-remedy. The right of self-remedy does not exist if we would be entitled to refuse a corresponding subsequent performance in accordance with the statutory provisions.

6.12 In the event of final failure of the subsequent performance, the buyer is entitled to reduce the purchase price (§ 441 German Civil Code) or to withdraw from the contract concerned (§§ 323, 326 para. 5 German Civil Code). In the case of an insignificant defect, however, there is no right to withdraw from the contract.

6.13 If the product is dispatched by us, the buyer shall, in order to secure recourse claims against the carrier, immediately inspect the delivery item on receipt for externally visible damage or shortfalls and, if found, note the cause and extent of the damage on the consignment note and have it confirmed by the carrier's delivery person with his signature. The buyer shall notify the carrier in writing of any damage or shortfall in quantities not externally recognizable, stating the cause and extent of the damage, immediately upon discovery, at the latest within seven days of delivery. The buyer must inform us of the damage or shortfall and the notification in writing immediately. Claims due to improperly notified transport damage are excluded.

6.14 Claims of the Buyer for damages or compensation for futile expenses shall exist only in accordance with clause 7, even in the case of defects, and shall otherwise be excluded. If the product is sold as a used product, all defect rights are excluded with the exception of any claims for damages limited in accordance with clause 8.1.

7. Statute of limitations

7.1 The Buyer's rights in respect of defects shall become statute-barred one year after handover to the carrier or provision of the product.

7.2 However, these restrictions shall not apply if

(a) a defect was fraudulently concealed or

(b) a guarantee has been given for the quality of the product. Other legally binding special regulations on the statute of limitations also remain unaffected.

7.3 In the event of rectification, the remaining part of the original limitation period, but at least further 6 months, shall commence upon completion of the rectification measures or return of the rectified product. The same shall apply in the case of a replacement delivery.

7.4 The aforementioned limitation periods of the law on sales also apply to contractual and non-contractual claims for damages of the buyer which are based on a defect of the goods, unless the application of the regular statutory limitation period (§§ 195, 199 German Civil Code) would lead to a shorter limitation period in individual cases. The Buyer's claims for damages are subject to the statutory limitation periods, in the case of culpable injury to life, body or health, in the case of intent and gross negligence, and in accordance with the Product Liability Act.

8. Liability

8.1 We shall only be liable for damages within the scope of fault-based liability in the event of intent and gross negligence, irrespective of the legal grounds. In the case of simple negligence we shall be liable

a) for damages resulting from injury to life, body or health

b) for damages resulting from the violation of essential contractual obligations, the fulfilment of which is essential for the proper execution of the contract and on the observance of which the buyer regularly relies and may rely; in this case, however, liability is limited to the typical foreseeable damage.

8.2 The liability according to clause 8.1 shall apply in the same way for damages caused by gross negligence by our employees or agents who are not our organs or executives.

8.3 In the cases of clause 8.1 sentence 2, we shall not be liable for loss of profit, consequential or indirect damages.

8.4 The above limitations of liability do not apply to the liability

a) because of fraudulently concealed defects,

b) from the assumption of a guarantee of quality

c) from the product liability law.

8.5 Insofar as our liability is excluded or limited in the above clauses, this shall also apply to claims for damages by the buyer against our organs, executives, employees or agents.

9. Reservation of proprietary rights

9.1 We reserve proprietary rights to the products sold until full payment of all claims arising from the purchase contract and an ongoing business relationship ("**reserved goods**"). If a current account relationship exists within the scope of the business relationship, we reserve the proprietary rights to the delivered product until receipt of all payments from acknowledged balances.

9.2 The reserved goods may neither be pledged to third parties nor transferred by way of security before full payment of the secured claims. The buyer must inform us immediately in writing if an application is made for the opening of insolvency proceedings or if third parties seize the goods belonging to us (e.g. attachments).

9.3 The buyer is authorized to resell and/or process the reserved goods in the ordinary course of business, provided it is ensured that the resulting claims are transferred to us. The following shall then apply:

a) The reservation of proprietary rights extends to the full value of the products resulting from the processing, mixing or combination of our goods, whereby we are considered the manufacturer. If a third party's right of ownership remains in effect after processing, mixing or combining with goods of a third party, we shall acquire co-ownership in proportion to the calculated values of the processed, mixed or combined goods. Otherwise, the same applies to the resulting product as to the goods delivered under reservation of title.

b) The buyer hereby assigns to us by way of security the claims to which the buyer is entitled from the sale or on any other legal grounds relating to the reserved goods, either in full or in the amount of any co-ownership share. We accept the assignment. The obligations under clause 9.2 shall also apply with regard to the assigned claims.

c) In addition to us, the buyer remains authorized to collect these claims. We will not collect the claims as long as and insofar as the buyer meets his payment obligations, no application for the opening of insolvency or similar proceedings has been filed and no cessation of payments has occurred. If one of these cases exists, the buyer must inform us immediately in writing; at our request, the buyer is obliged to inform the

debtors of the assignment and to provide us with the information and documents required to assert our rights.

9.4 After withdrawal from the contract, we are entitled - without prejudice to our other rights - to take back the reserved goods from the buyer. After taking back and prior warning, we shall be entitled to make appropriate use of the reserved goods. The proceeds of such realization shall be set off against the Buyer's liabilities, minus reasonable realization costs.

9.5 In the case of sales abroad, the buyer is obliged to ensure that the reservation of proprietary rights agreed under clause 9 remains effective. The buyer must take the necessary steps to ensure this. If the local foreign legal system does not permit reservation of proprietary rights with the effects of German law, we are entitled to exercise other security interests to secure our rights, if and to the extent that these exist under the local legal system. The buyer must cooperate in these measures.

10. Termination of an ongoing supply relationship

10.1 We are entitled to terminate the contract without notice for good cause within the framework of an ongoing business relationship if

(a) an application for the opening of insolvency proceedings against the buyer has been rejected due to lack of assets, enforcement proceedings against the buyer have been unsuccessful, or enforcement measures have been brought against the buyer and have not been lifted within one month (e.g. lifting of an arrest);

(b) we do not obtain a bad debt insurance for deliveries to the buyer with an appropriate coverage and at normal market conditions at reasonable expense or an existing bad debt insurance policy lapses or defaults;

(c) the buyer has repeatedly defaulted on payment to a not inconsiderable extent, or

(d) the buyer has violated any other contractual obligation.

However, this shall only apply after the unsuccessful expiry of a deadline set for remedial action or after an unsuccessful warning, provided that such a deadline or warning is not dispensable by way of exception, particularly in view of the severity of the breach of duty or other special circumstances.

10.2 Terminations must be made in writing to be effective.

10.3 No compensation or indemnification claims may be made by the Buyer as a result of the termination of the Agreement. Claims for damages due to breach of a contractual obligation in accordance with clause 9 remain unaffected.

11. Compliance with regulations, export, disposal

11.1 The buyer must comply with all relevant legal regulations, regulatory requirements, court decisions and official orders, import regulations of the importing country. Buyer shall obtain in due time all necessary permits, authorizations and licenses, in particular those required for import, resale or use of the product.

11.2 The buyer must observe all operating, use, warning and disposal instructions relating to the product which have been made available to him.

11.3 The buyer shall indemnify us against claims of third parties in the event of a breach of his obligations under clauses 11.1 and 11.2. In the event of a reasonable suspicion that the Buyer would breach his obligations under Clauses 11.1 and 11.2 or if all necessary permits, authorizations or licenses are not available and this is not due to our fault or responsibility, we may withhold the delivery from the Buyer.

11.4 The proper disposal of the product is the responsibility of the buyer. Insofar as we are obliged to do so due to mandatory legal requirements, we will take back products manufactured by us for disposal at the request of the buyer. The Buyer shall bear the reasonable costs incurred thereby.

12. Assignment of contractual rights and obligations

The Buyer may not assign all or part of the rights and obligations incumbent upon him without our prior written consent. We may assign the rights and obligations incumbent upon us, in particular to affiliated companies within the meaning of § 15 of the German Stock Corporation Act (AktG).

13. Place of performance

Place of performance - also internationally - is Düsseldorf. Exclusive place of jurisdiction - also internationally - for all disputes arising from or in connection with our delivery is Düsseldorf.

14. Applicable law

14.1 The law of the Federal Republic of Germany shall apply to all legal relations between us and the buyer, under the exclusion of the UN Convention on Contracts for the International Sale of Goods.

14.2 Conditions and effects of the reservation of proprietary rights according to clause 9 are, however, subject to the law of the respective location of the object, insofar as the choice of law made is inadmissible or ineffective in favor of German law.

15. Language

This General Terms and Conditions and text shall be governed by and construed in accordance with the laws of Germany. They are available in both the German and the English language.