

## General Terms & Conditions

### 1. scope of application

For the business relations between Adapt Deutschland GmbH - (hereinafter referred to as Adapt) and the customer are exclusively subject to the following General Terms and Conditions (GTC).

The GTC apply in particular to contracts for the sale of movable goods to entrepreneurs pursuant to § 14 BGB (GERMAN CIVIL CODE). Any deviating, conflicting or supplementary terms and conditions of business of the customer are only valid if Adapt expressly agrees to them in writing.

If Adapt does not require strict compliance with these GTC in every case, this does not affect the fundamental validity of these GTC. A right of repetition or custom for individual business partners cannot be derived from this.

Legally relevant declarations and notifications which are to be made to us by the customer after conclusion of the contract (e.g. setting of deadlines, notifications of defects, declarations of withdrawal or reduction) are only effective in writing.

### 2. Offers and conclusion of contract

Offers by Adapt or product and price information transmitted in any other form are subject to change and non-binding. This also applies if we have provided the customer with price lists, catalogues, technical documentation or other product descriptions, documents or data - also in electronic form - to which we reserve property rights and copyrights.

The sending of an offer or other information does not oblige Adapt to accept an order.

The sending of an order in text or written form is deemed to be a binding contractual offer. Orders sent to us by the customer by telephone or verbally are also binding. Adapt reserves the right to demand written confirmation for orders placed verbally.

The acceptance of the order and thus the conclusion of a purchase contract is only concluded by our written order confirmation or by performance (dispatch of the goods).

The customer is obliged to check order confirmations within 5 working days. If no change request or objection is received in text form within these 5 working days, the mutually concurring declarations of intent shall be deemed to have been issued with legal effect.

### 3. performance / delay

Our delivery condition is exclusively "ex works" (EXW). The performance by Adapt takes place through the dispatch of the goods, i.e. the handover to a dispatch or transport service provider.

Delivery times or dispatch dates are agreed individually or stated by us on acceptance of the order.

Changes to delivery times or dates shall only be binding if they have been mutually agreed at least in text form.

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If we are unable to meet binding shipping dates for reasons for which we are not responsible (non-availability of the service), we shall inform the customer of this without delay and at the same time notify the customer of the expected new performance period.

If the service is also not available within the new performance period, we shall be entitled to withdraw from the contract in whole or in part.

The occurrence of our default in performance shall be determined in accordance with the statutory provisions. In any case, however, a reminder by the customer is required.

We do not assume any liability for compliance with the delivery deadlines of the shipping or transport service provider. The carriers do not act on behalf of Adapt.

#### 4. prices

Offers, order confirmations and invoices contain net sales prices in the currency Euro (€) plus shipping costs and the statutory value added tax at the time of performance.

Prices are "ex works" (Incoterms 2020) plus freight and packaging costs (see point 3. - Performance). Any costs for special services, transport insurance, customs duties and fees, taxes and other charges shall also be borne by the customer.

Offers are valid without special reference until revoked.

#### 5. terms of payment

##### 5.1 Within Germany and the EU

After the ordered goods have been handed over to a transport/shipping service provider, the customer will receive a corresponding invoice by e-mail. All invoices are due after 10 days without deduction. Payment must be made by bank transfer to the bank account stated on the invoice.

Upon expiry of the aforementioned payment deadline, the customer shall be in default. If the payment deadline is exceeded in spite of a reminder, the statutory provisions on default of payment shall apply. If the customer exceeds the payment deadline, all claims arising from the business relationship shall become due immediately.

The customer shall only be entitled to rights of set-off or retention insofar as his claim has been established in due time or is undisputed.

We reserve the right to demand advance payment or a pro rata advance payment from new customers. The same shall apply to subsequent orders in the event of default in payment.

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## 5.2 Non-EU foreign countries

After the ordered goods have been handed over to a transport/shipping service provider, the customer will receive a corresponding invoice by e-mail. This invoice includes a fee to cover additional administrative expenses for shipments to non-EU countries.

All invoices are due after 10 days without deduction.

Payment must be made by bank transfer to the bank account stated on the invoice.

The bank charges for payments shall be borne by the customer.

## 6. retention of title

We retain title to goods sold until full payment of all services rendered under a purchase contract.

Offsetting or suspension of payments is excluded, unless the offsetting takes place with a credit note issued by Adapt or on the basis of a previously mutually confirmed written agreement.

The goods subject to retention of title may not be pledged to third parties or transferred by way of security before full payment of the secured claims. The customer must inform us immediately in writing if an application is made to open insolvency proceedings or if third parties (e.g. seizures) have access to the goods belonging to us.

Until revoked in accordance with (c) below, the customer is authorised to resell and/or process the goods subject to retention of title in the ordinary course of business. In this case, the customer is obliged to inform its contractual partner of Adapt's existing retention of title (extended retention of title).

## 7. complaints / claims for defects of the customer

The statutory provisions (§§ 377, 381 HGB) apply to the customer's rights in the event of material defects and defects of title (including wrong delivery and short delivery), unless otherwise stipulated below.

On delivery, recognisable damage to packaging or goods is to be documented immediately on receipt, also vis-à-vis the carrier, and reported immediately to Adapt. Irrespective of the aforementioned obligation to inspect and give notice of defects, the customer must notify Adapt in writing of obvious defects (including incorrect and short deliveries) within 14 calendar days of receipt of the delivery and provide evidence thereof in the form of photos or videos. If the customer fails to duly inspect and/or notify the defect, our liability for the non-notified defect shall be excluded. After the expiry of the 14 calendar days, Adapt reserves the right to reject complaints/claims for replacement delivery, returns or credits for delivered goods.

The inspection must still take place before transport to and installation at the end customer.

Adapt Deutschland GmbH accepts no liability for complaints, damage reports or shortages of goods delivered directly to third parties at the customer's request.

Received goods must be inspected immediately for defects. In the event of a defect, please inform us upon receipt of the goods, in accordance with § 377 HGB (German Commercial Code). Please have transport damages acknowledged upon receipt of the goods. Please notify us immediately.

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In case of timely and accepted complaints, Adapt is exclusively obliged to remedy the defect by repair or replacement. An additional claim for the customer for additional compensation of any kind is excluded.

The payment obligation vis-à-vis Adapt arising from an individual order remains in force even in the event of a complaint.

The return of the goods is only possible after prior consent. The return must be made at the customer's own expense in the original packaging and avoiding further damage.

## 8. Warranty

In principle, the statutory warranty provisions apply.

For the products of Adapt Deutschland GmbH listed below, we provide a lifetime warranty against defects in material and workmanship. (Not included are defects due to faulty installation\* or improper use).

- SpaceArm monitor arms
- SpaceBeam organiser rails
- Elevator CPU mounts

Adapt will repair or replace any product covered by this warranty, or take other reasonable steps to assist the purchaser in resolving problems relating to the use or performance of such products. The defective product must be returned to Adapt Deutschland GmbH.

Adapt will replace any product that cannot be properly repaired. If the

If the replacement delivery is made BEFORE the defective product is returned and inspected, the replacement product will

including shipping costs will be invoiced first. If the inspection of the returned goods shows that the lifetime guarantee is applicable, this invoice will be credited in full.

The use of this guarantee or the claims for reimbursement resulting from it, if any, without inspection of the defective product and our express consent are excluded and will not be accepted.

This warranty is not transferable.

Warranty claims must be made by the original purchaser of the product.

Adapt Deutschland GmbH provides a 5-year warranty against defects in materials and workmanship for products in the Ergo-Boost product line. (Not included are defects due to faulty installation\* or improper use).

\* Goods installed by an Adapt installation team at the end customer's premises are excluded from this limitation.

## 9. liability

The data, processing instructions and information provided by us are compiled with the greatest care and are, of course, checked regularly. Nevertheless, we cannot accept any liability for the completeness, correctness and up-to-dateness of the information provided. Errors and technical mistakes are excepted.

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The delivery times stated by us cannot be guaranteed but are merely estimated. We accept no liability for any consequential damage resulting from delivery problems.

Adapt excludes liability for damage which has arisen or been caused by the use of the goods or which is attributable to improper use of the goods.

#### Limitation of liability

Liability for consequential damage of any kind (e.g. personal injury or damage to property, loss of data, loss of profit, additional personnel costs, useless expenditure, failure to make savings, etc.) is excluded in all cases, insofar as this is legally permissible.

Further liability obligations other than those expressly mentioned in these terms and conditions, irrespective of the legal grounds, in particular claims for any damage arising from advice, assistance in preparing for use, interruption of operations or defects in third-party products, are excluded, unless they are due to intent or gross negligence.

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In the event of a claim against Adapt under warranty or liability, contributory negligence on the part of the customer is to be taken into account appropriately, in particular in the event of insufficient or delayed delivery.

#### 10. place of jurisdiction

For all disputes arising from the contractual relationship, the place of jurisdiction shall be Krefeld if the customer is a merchant, a legal entity under public law or a special fund under public law.

#### 11. Severability clause

Should individual provisions of the contract with the customer, including these GTC, be or become invalid in whole or in part, this shall not affect the validity of the remaining provisions. The wholly or partially ineffective provision shall be replaced by a provision whose commercial economic success comes as close as possible to that of the invalid provision.

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