

Version 10.11.2022

General Terms and Conditions of Delivery and Sale (ALS/GTS) of BRITAX RÖMER Kindersicherheit GmbH, Leipheim

1. General

- 1.1. The following General Terms and Conditions of Delivery apply to all our deliveries and services in accordance with the contract concluded between us and the customer.
- 1.2. When the customer places an order or accepts a delivery, this shall be deemed to be acceptance of these General Terms and Conditions of Delivery. This shall also apply to all future deliveries and services, even if we do not refer to these General Terms of Delivery again in individual cases.
- 1.3. Amendments or supplements to contracts require our express written confirmation. Terms and conditions of the customer which deviate from or contradict these General Terms and Conditions of Delivery are excluded unless we expressly agree to them in writing. They shall not bind us even if we have not expressly rejected them again when concluding the contract.
- 1.4. These General Terms and Conditions of Delivery shall only apply to entrepreneurs, legal entities under public law and special funds under public law (§ 310 para. 1 BGB).
- 1.5. Agreements between the customer and us must be in writing. A written agreement or our written confirmation shall be decisive for the content and interpretation of contracts, amendments or supplements to contracts as well as individual agreements.

2. Offers, orders and reservation of rights

- 2.1. All our offers are subject to confirmation. Sales documents, advertising materials and brochures which we provide to the customer remain our property unless the customer passes them on to their own customers in the ordinary course of business. We reserve all rights to illustrations, drawings and designs in such items.

3. Conclusion of contract

- 3.1. The contract between the customer and us is concluded with our written confirmation of an order or the delivery of goods.
- 3.2. The customer is bound to orders for at least two weeks after their receipt by us. In the case of goods which have to be manufactured separately to order, the contract shall be deemed to have been concluded after our written confirmation, even if clarifications still have to be made about the design which affect the delivery time and price. We reserve the right to make changes to the design and form during the delivery period, provided that the delivery item and its function and appearance are not significantly changed as a result. This shall not result in a change in the price.

4. Prices for existing products and new products

- 4.1. Unless otherwise stated in the order confirmation, our prices shall apply "ex works" (EXW, Incoterms 2020), excluding transport and assembly, which shall be invoiced separately. All deliveries are subject to a delivery charge (details of which are available on request). Costs for packaging, except for small and spare parts, are included. Statutory value added tax is not included in our prices, it will be shown separately in the invoice at the statutory rate on the day of invoicing. Unless otherwise agreed, our invoices are due for payment within 30 days net (without deduction). The deduction of a discount requires a special written agreement.
- 4.2. If, after the conclusion of the contract, price increases occur (e.g. for materials, wages or logistics costs) or if taxes and duties are increased, we shall be entitled to adjust the prices accordingly for goods or services which are delivered or provided within the framework of continuing obligations within the meaning of § 314

BGB. In the case of goods or services which are not supplied or rendered within the framework of continuing obligations in the aforementioned sense, this shall only apply if there is a period of at least 4 months between the conclusion of the contract and the intended delivery.

- 4.3. We are also entitled to make all other claims due immediately and to make the performance of further services dependent on the provision of an advance payment or security if the delivery relationship has been terminated or if we become aware of circumstances that call into question the solvency and creditworthiness of the customer; this applies in particular if a delay in payment occurs. The assertion of further claims for damages remains unaffected.

5. Deliveries

- 5.1. The delivery times will be adhered to by us to the best of our ability, but are non-binding. The start of the delivery time stated by us presupposes the clarification of all technical questions. Details of delivery dates are to be understood as estimated delivery times and are always subject to correct and timely self-delivery by suppliers and/or manufacturers as well as sufficient logistics and ramp capacities. The customer may only set us a deadline for delivery/performance if the expected delivery date has been exceeded by more than three weeks. The deadline must be reasonable and at least three weeks. Claims for damages arising from non-compliance with an expected delivery date are excluded.
- 5.2. Insofar as this is reasonable for the customer, we are entitled to make partial deliveries. In the case of partial deliveries, payments are owed according to the proportion of the goods delivered. The place of performance and the place of subsequent performance shall be the registered office of BRITAX RÖMER Kindersicherheit GmbH.
- 5.3. Force majeure (for example, bottlenecks in the supply chain as well as production restrictions due to an endemic or pandemic, official measures, border closures, logistics bottlenecks, bottlenecks in the customer's receipt of goods, war, uprising, industrial action, lock-out) that prevents one party from performing for longer than temporarily entitles both parties to withdraw from the contract. Our deliveries are subject to punctual and proper self-delivery.
- 5.4. If, at the customer's request, the delivery or shipment of the goods is delayed or in the event of default of acceptance on the part of the customer, we shall be entitled to store the goods at the customer's risk and expense. For the corresponding storage costs, we may optionally demand compensation in the amount of the actual costs incurred or in the amount of a flat rate of 5% of the invoice amount for each month or part thereof. This shall also apply in the event of storage by us. The customer shall be entitled to prove a lower damage in the event that the lump-sum compensation is claimed. This shall not apply if higher storage costs are proven. In this case, the customer will be charged the higher storage costs.
- 5.5. In the event of a written agreement on freight-free delivery of goods, the means of transport shall be unloaded immediately by the customer. Waiting times shall always be borne by the customer. Delivery free unloading point is always understood to be free truck on a passable road, approached at ground level. Unloading including transport to the place of use or storage shall be the responsibility of the customer, who shall bear the costs and risk of unloading, stacking, storage or return transport in the event of default. The consignee appearing for the customer at the unloading point shall be deemed to be authorised by the customer to check and accept the load with binding effect.

6. Deviating goods

6.1. In the event of model changes prior to the delivery of goods in accordance with a contract concluded under clause 3, we may deliver the successor model instead of the model originally owed if this successor model corresponds to the ordered model in terms of quality and features. We reserve the right to minor deviations from the agreed properties insofar as they are material-related and customary in the trade.

7. Warranty

7.1. We only guarantee that the goods comply with the specifications according to the operating instructions for the respective model or our express promises in the written order confirmation. Public statements, promotions or advertising by us or a third party, on the other hand, do not constitute a contractual statement of quality. Usual wear and tear or defects caused by the customer shall not be deemed to be material defects. Allegedly defective goods must be made available to us for inspection without delay upon request.

7.2. If the customer is an entrepreneur, he must inspect the goods immediately after delivery in accordance with § 377 of the German Commercial Code (HGB), insofar as this is feasible in the ordinary course of business, and notify us immediately of any obvious defects in the goods, otherwise warranty claims are excluded. Claims due to incorrect quantities must be reported to the respective carrier, recorded and confirmed by him in writing. Upon receipt of the justified notice of defect, we shall make subsequent delivery. Hidden defects must be reported immediately after their discovery. Notification of defects must be made in text form, i.e. sent to us by letter, fax or e-mail, for example. The timely dispatch of the notice of defect shall be sufficient to comply with the time limit.

7.3. Insofar as the customer, who is an entrepreneur, should be entitled to warranty claims, subsequent performance may be effected, at our discretion, by remedying the defect or by the delivery of new goods. A replacement delivery shall only be deemed to have failed after a second unsuccessful attempt. If the supplementary performance fails, the customer may, at their discretion, demand a reduction in the purchase price, rescission of the contract or compensation for damages. In the event of only minor defects, the customer shall not be entitled to withdraw from the contract.

7.4. If the customer, irrespective of whether he is a consumer or an entrepreneur, intentionally or negligently fails to recognise that the goods are not actually defective or that the defect that has occurred cannot originate from our area of responsibility and if he nevertheless asserts their warranty rights, he shall be obliged to compensate us for the costs incurred as a result of an unjustified request to remedy the defect.

7.5. If a used item is sold, the customer shall have no warranty claims with regard to used items. This also applies to defects which arose after conclusion of the contract but before transfer of risk. These associated simplifications of the statute of limitations do not apply if and insofar as we are liable in accordance with clause 9 of these GTC or the right in rem of a third party is at issue on the basis of which the surrender of the delivery item can be demanded.

7.6. The products distributed by us should only be installed by suitable specialist personnel or in accordance with the operating instructions, but not by corresponding laypersons. If the products are not installed and/or used properly, claims under any (manufacturer's) warranty are excluded. We cannot accept any liability or warranty for damage or defects resulting from improper installation and/or improper use of the products sold.

7.7. The customer is not entitled to assign claims due to material defects.

7.8. Warranty claims shall become statute-barred one year after delivery, unless we have fraudulently concealed a defect.

7.9. Recourse of the customer due to warranty vis-à-vis consumers
The rights of recourse of entrepreneurs determined in particular in §§ 445a, 478 BGB (German Civil Code) remain unaffected by the

provisions of section 7 of these GTC. In order to assert their right of recourse, the customer must submit the following documents and items after fulfilling their own warranty obligation:

7.9.1. Copy of the purchase receipt and delivery note to the end consumer;

7.9.2. description of the defect signed by the consumer and full address of the end consumer;

7.9.3. the replaced item or article and the invoice for the new item or replacement article;

7.9.4. Evidence and details of necessary expenses.

7.10. Repairs must be carried out competently, in particular in compliance with all legal and technical requirements and recommendations for product safety and the respective quality requirements. Spare parts must be original parts of the manufacturer. Material expenses will be reimbursed according to cost. We will also reimburse reasonable costs for replacement deliveries or repairs.

8. Liability

8.1. In accordance with the statutory provisions, we shall be liable without limitation for damages arising from injury to life, limb or health that are based on an intentional or negligent breach of duty for which we are responsible, as well as for other damages that are based on an intentional or grossly negligent breach of duty and fraudulent intent. Furthermore, we shall be liable without limitation for damages covered by liability under mandatory statutory provisions, such as the Product Liability Act, as well as in the event of the assumption of guarantees.

8.2. We shall be liable for such damages not covered by the aforementioned paragraph and caused by simple or slight negligence insofar as this negligence relates to the breach of contractual obligations, the fulfilment of which is a prerequisite for the proper performance of the contract and on the observance of which the customer may regularly rely (so-called cardinal obligations). In this respect, our liability shall be limited to the foreseeable damage typical for the contract.

8.3. In the event of slightly negligent breaches of such contractual obligations which are not covered by either paragraph 1 or paragraph 2 of clause 9 (so-called immaterial contractual obligations), we shall be liable vis-à-vis consumers - this being limited to the foreseeable damage typical for the contract.

8.4. Any further liability is excluded. Reference is made to the limitations of liability in accordance with section 7, paragraph 6 (assembly by expert personnel).

9. Retention of title

9.1. We retain title to all goods delivered by us until all our claims arising from the business relationship, including claims arising from contracts concluded at a later date, have been satisfied in full. However, the customer may resell goods subject to retention of title in the ordinary course of business, provided that he fulfils their obligations towards us, does not suspend their payments, has not filed for the opening of insolvency or similar proceedings against their assets and no such proceedings have been opened. The customer hereby assigns to us their claims arising from the resale of goods subject to retention of title. If the customer has sold these claims within the framework of factoring, he assigns to us their claims against the factor. If the realisable value of the securities to which we are entitled exceeds our claims by more than 20 %, we shall, at the customer's request, release claims or goods at our discretion. Goods subject to retention of title may not be pledged or assigned as security.

9.2. We are to be informed immediately of seizures or any other access by third parties to goods subject to retention of title or assigned claims so that we can file a third-party action (§ 771 ZPO) or take

comparable legal remedies. The customer shall support us as far as possible in corresponding proceedings. To the extent that we cannot recover costs for such legal remedies from third parties, the customer shall be liable for the costs not paid by the third party.

9.3. If the customer breaches their obligations, defaults on payment or stops their payments and we have withdrawn from the contract, we may demand the return of goods subject to retention of title. The taking back of goods subject to retention of title shall at the same time be deemed a declaration of withdrawal.

9.4. The customer shall store the goods subject to retention of title for us free of charge with the care of a prudent businessman. He shall insure them against theft, fire, mains water and damage by natural forces at the value of their purchase price. He hereby assigns to us their claims against insurers or third parties arising therefrom in the amount of our claims. We accept all assignments declared in this clause 10.

10. Payments

10.1. Payments shall be deemed to have been made when the amount owed has been credited to one of our bank accounts or to the contractually agreed bank account, if any (wertgestellt), or when we have received the amount at our free disposal. The place of performance for payments is Ulm. Our invoices are to be paid without deductions within the agreed term of payment. If no payment term has been agreed, our invoices are to be paid within 30 days of the invoice date. In the event of default, interest on arrears shall accrue at a rate of 8 percentage points above the base interest rate. We may also claim higher damages. We are entitled to the statutory rights according to § 321 BGB without limitation.

10.2. We accept bills of exchange or cheques only on the basis of a special agreement and only on account of performance and not in lieu of performance. Costs in connection with the payment by bill of exchange or cheque shall be borne by the customer.

10.3. The customer may only offset against our claims with recognised or legally established counterclaims. This also applies to the customer's rights of retention or rights to refuse performance in accordance with § 273 BGB. The customer may only exercise such rights if they arise from the same contract as our claim. In an ongoing business relationship, each individual order shall be deemed a separate contract.

11. Data protection

11.1. We would like to point out that we process personal data automatically for our own business purposes in compliance with the Federal Data Protection Act.

11.2. The customer's data, especially our company contact persons, are processed in compliance with the Basic Data Protection Regulation and the Federal Data Protection Act (new). This also includes processing in IT systems.

11.3. The customer undertakes to comply with the provisions of the Basic Data Protection Regulation and the respective national supplementary text (for Germany, e.g. the Federal Data Protection Act) in the respective current form. The customer shall comply with all obligations to provide information under data protection law. In the event of a data protection incident, the customer must inform us immediately and provide all necessary information for documentation and, if necessary, notification of the data protection incident by e-mail to datenschutz@britax.com.

12. Industrial property rights

12.1. The customer is not granted any rights or licences with regard to our industrial property rights other than the right to use the goods or to resell them in the ordinary course of business.

12.2. The customer may not obscure, cover or remove any trademarks, inscriptions or signs on the goods without our prior written consent. He may also not affix any additional marks or inscriptions.

13. Place of jurisdiction

13.1. The exclusive place of jurisdiction for all disputes arising from the business relationship with the customer is Ulm. We are also entitled to sue the customer in their general place of jurisdiction.

13.2. The law of the Federal Republic of Germany shall apply exclusively. The UN Convention on Contracts for the International Sale of Goods is excluded.

13.3. The invalidity of individual provisions of these General Terms and Conditions of Delivery shall not affect the validity of all other provisions.

13.4. Our previous General Terms of Delivery are replaced by these General Terms of Delivery.

14. Internet use

14.1. If the customer resells goods on the internet, their website must be professionally operated or hosted and make a professional impression. It must not damage our reputation or that of our goods and brands. The name and address of the website must include either the client's company name and/or a brand or business name used by the client previously or for all its activities.

14.2. The client must ensure that its website may neither take over content of other websites by way of framing nor be taken over by way of framing on third party websites without our prior written consent. Framing is deemed to be the permission for the operator of a website to display content of its website on or next to another website.

14.3. The customer may not resell goods on third-party websites, in particular not on auction platforms.

14.4. The customer must ensure that our goods or our brands are not associated, linked or advertised with any third party product or brand which damages our reputation or that of our goods or brands.

14.5. The customer's website shall not allow sales to customers outside the European Economic Area, Croatia, Switzerland and Turkey. The Client shall not supply resellers who do not comply with these rules.

15. Distribution areas

15.1. Agreements on Distribution Areas with the customer remain unaffected.

This document is an English translation of the Allgemeine Liefer- und Verkaufsbedingungen (AVL) Britax Römer. The German language version of this agreement and any notice or other document relating to this agreement, shall prevail if there is a conflict.

BRITAX RÖMER Kindersicherheit GmbH, Leipzig; and

Britax Nordiska Barn AB, Malmö (as of 11/2022)