

General Terms and Conditions (GTC) of fireedge GmbH for use in business dealings with companies

§ 1.0 Note

§ 1.1

All deliveries and services provided by fireedge as well as offers, order confirmations and invoices are based on these General Terms and Conditions. Its validity can only be may be excluded in whole or in part by express agreement in the individual transaction.

§ 1.2

General terms and conditions of contract and business, in particular terms and conditions of purchase of the purchaser, shall not apply to the deliveries and services of fireedge insofar as fireedge does not expressly acknowledge you in writing. They do not obligate fireedge even if fireedge does not particularly contradict them in the individual case. If the customer does not object to the application of these general terms and conditions within one working week after conclusion of the contract, these general terms and conditions shall apply from fireedge to the full extent and without restriction as assumed. The acceptance of the deliveries and services of fireedge shall in any case include the acknowledgement of fireedge's terms and conditions without any reservations and the waiver of the purchaser's own formal terms and conditions. The same applies to the payment of the deposit and the first payment by the customer.

§ 2.0 Explanation of terms Seller, service provider, fitter, etc. within the meaning of these Terms and Conditions is always "fireedge". "Customer" within the meaning of these GTC is always the purchaser or the recipient of the service. "Goods" is always the subject matter of the contract that fireedge delivers to the customer or makes available for collection by the customer. "Processing" or, in the case of the goods, "processed" always means the mixing, processing or combination of the goods with another movable or immovable property. "New goods" are always those that are newly created from the goods through processing with another movable or immovable object.

§ 3.0 General

§ 3.1

Unless otherwise agreed, all offers are subject to change. Orders become binding for fireedge with regard to the type and scope of delivery only upon the order confirmation from fireedge. The obligation to deliver only arises upon written confirmation of order acceptance. This does not apply to an implied order confirmation by immediate delivery. The order confirmations from fireedge are binding even without a name signature. Amendments and additions to the contracts that come about through the aforementioned procedure must in any case be made in writing.

§ 3.2

The Purchaser reserves the right to make reasonable technical and design deviations from information in brochures, catalogues, advertising leaflets, directories, on the Internet and in written documents, as well as changes to models, construction and materials in the course of technical progress and further development, without any rights against fireedge being derived from this.

§ 3.3

The right to reasonable partial deliveries and their invoicing is expressly reserved by fireedge.

§ 3.4

Order changes or cancellations by the customer require the prior written consent of fireedge. In the event of an approved cancellation, fireedge is entitled to charge a cancellation fee of up to 25% of the net order value of the cancelled items, but at least the costs actually incurred up to the time of cancellation. The customer reserves the right to prove that fireedge has suffered no or significantly less damage. The assertion of further damages is expressly reserved.

Custom-made goods as well as goods that have been procured at the express request of the customer are excluded from cancellation.

§ 4.0 Prices

§ 4.1

The prices resulting from the currently valid fireedge price lists are net ex works or warehouse and only for the requested quantity. For the period of 4 months from the conclusion of the contract, the prices valid at the time of conclusion of the contract are decisive. After 4 months from the conclusion of the contract, the prices valid on delivery apply.

§ 4.2

Invoiced for intra-Community supplies fireedge -if the customer has a valid VAT number- without VAT. In the case of domestic deliveries, VAT is invoiced in the respective legally prescribed amount. All price information in the price lists of fireedge are exclusive of VAT.

§ 4.3

The prices are always ex-works or in stock. Freight, packaging and insurance are charged extra.

The packaging is carried out by fireedge - taking into account the individual technical and structural characteristics of the goods.

§ 5.0 Terms of Payment

§ 5.1

Payments with a discharging effect can only be made directly to fireedge.

§ 5.2

Invoices for goods and services are due immediately without deduction. Deviating from this Agreements must be made in writing.

§ 5.3

In the event of default of payment, fireedge will charge default interest on the invoice value in the amount of 8% p.a. above the applicable base interest rate of the European Central Bank. The right to assert further damages remains unaffected. If the Purchaser is in default of payment with an invoice, this shall result in the immediate maturity of all other outstanding claims of fireedge.

§ 5.4

fireedge is entitled to offset payments by the customer against any other liabilities. If costs and interest have already been incurred due to default, fireedge is entitled to offset the payment first against the costs, then against the interest and finally against the main performance. Agreed partial payments shall be offset first for services, then for accessories and finally for articles.

§ 5.5

The Purchaser shall only be entitled to offset if his counter-claims have been legally established or are undisputed. The customer is only entitled to exercise a right of retention to the extent that his counterclaim is based on the same contractual relationship. fireedge reserves the right to reject bills of exchange as a suitable means of payment at any time without giving reasons and to demand immediate payment.

§ 5.6

If, after the conclusion of the contract, fireedge becomes aware of circumstances that significantly reduce the credit-worthiness of the Client, fireedge shall be entitled to withdraw from the contract in whole or in part at its discretion, unless the Client agrees to provide adequate security.

§ 6.0 Services and installations

§ 6.1

Fireedge charges for services and installations either as a lump sum or according to expenditure (fitter and technician hours) after the corresponding order confirmation.

§ 6.2

The customer must ensure that access to the agreed assembly stations is guaranteed and that the path to such is freely accessible. The costs for assembly failures that are attributable to difficult or impossible access are to be borne by the customer, regardless of the reason.

§ 6.3

For seminars, training courses and lectures organized by fireedge, fireedge charges either on the basis of a flat rate or according to effort.

§ 7.0 Retention of Title

§ 7.1

The delivery item shall remain the property of fireedge.

§ 7.2

During the existence of the retention of title, the customer is prohibited from pledging or transferring title by way of security. A resale is only permitted to resellers in the ordinary course of business and only on the condition that payment of the equivalent value of the delivery item is made to the customer. The customer must also agree with his customer that the latter will only acquire ownership upon payment.

§ 7.3

The customer is permitted to process the goods with other movable or immovable objects. The goods are processed for fireedge. The new goods resulting from processing are stored by the customer for fireedge with the care of a prudent businessman. In the case of processing with other items not belonging to fireedge, fireedge shall be entitled to co-ownership of the new goods in the amount of the proportion resulting from the ratio of the value of the processed goods to the value of the other processed items at the time of processing. If the Purchaser acquires ownership of the new goods, fireedge and the Purchaser agree that the Purchaser grants fireedge co-ownership of the new goods in proportion to the value of the other processed items at the time of processing.

§ 7.4

In the event of the sale of the goods or the new goods, the Purchaser hereby assigns its claim from the resale against the Purchaser with all ancillary rights to fireedge by way of security, without the need for further special declarations. The assignment shall include any balance claims. However, the assignment is only valid in the amount corresponding to the price of the delivery item invoiced by fireedge. The portion of the claim assigned to fireedge shall be satisfied as a matter of priority.

§ 7.5

If the Purchaser combines the goods or the new goods with real estate or movable property, he shall also assign to fireedge his claim, which he is entitled to as remuneration for the connection, with all ancillary rights in the amount of the

ratio of the value of the goods or the new goods to the other connected objects at the time of the connection, without the need for further special explanations.

§ 7.6

Until further notice, the purchaser shall be obliged to collect the assigned to this § 7 (retention of title). The Purchaser shall immediately forward any payments made on the assigned receivables up to the amount of the secured receivable to fireedge. In the event of good cause, in particular in the event of default of payment, suspension of payment, opening of insolvency proceedings, protest against bills of exchange or reasonable indications of over-indebtedness or imminent insolvency of the Purchaser, fireedge shall be entitled to revoke the Purchaser's right to collect. In addition, fireedge may, after prior notice and observe a reasonable period of time, terminate the assignment of security disclose, realise the assigned receivables and demand the disclosure of the assignment of security by the Purchaser to its customers.

§ 7.7

If a legitimate interest is substantiated, the customer must provide fireedge with the information necessary to assert its rights against its customer and hand over the necessary documents.

§ 7.8

In the event of seizures, confiscation or other dispositions by third parties, the customer must notify fireedge immediately.

§ 7.9

Insofar as the realizable value of all security interests to which fireedge is entitled exceeds the amount of all secured claims by more than 10%, fireedge shall release a corresponding part of the security rights at the request of the customer, fireedge shall be entitled to choose between various security interests when releasing the data.

§ 7.10

In the event of breaches of duty by the customer, in particular in the event of default of payment, fireedge shall be entitled to demand the return of the delivery item or the new goods and/or to withdraw from the contract, even without setting a deadline. The customer is then obliged to surrender immediately. The demand for the return of the goods or the new goods does not constitute a declaration of withdrawal by fireedge, unless this is expressly stated.

§ 8.0 Delivery

§ 8.1

If the goods are delivered to the customer at the request of the customer, or a third party, the risk of accidental loss or accidental deterioration of the goods shall pass to the customer upon dispatch, or at the latest upon leaving fireedge. This applies regardless of whether the goods are shipped from the place of performance or who bears the freight costs.

§ 8.2

The delivery times stated by fireedge are approximate and non-binding, unless they are expressly agreed to be binding.

§ 8.3

The delivery date shall be deemed to have been met if the purchased items have left the factory on the specified delivery date or if the customer has been notified of their readiness for shipment.

§ 8.4

Correct and timely self-delivery is expressly reserved. The delivery period shall be extended accordingly in the event of the occurrence of unforeseen obstacles that are beyond the will and influence of fireedge. It is irrelevant whether these occur at the fireedge plant or at corresponding subcontractors (e.g. operational disruptions, delays in the delivery of essential raw materials, shortage of raw materials, etc., in particular also in the event of force majeure, government measures, non-granting of official permits, labor disputes of any kind, e.g. riots, strikes, as well as sabotage). This also applies if unforeseen events occur during a delay that has already occurred. In this case, a grace period set by the customer shall also be extended by the duration of the unforeseen event.

§ 8.5

If the customer does not accept the goods (default of acceptance), fireedge is entitled to insist on the performance of the contract or to demand damages in the amount of 25% of the purchase price after setting a grace period of 14 days. However, fireedge remains at liberty to assert any higher damage if appropriate proof is provided. Compensation in the aforementioned amount is excluded if the customer can prove that fireedge has suffered less damage in the specific case. This claim is contractually agreed damages, not a contractual penalty. For the period between the agreed and actual delivery date, the customer bears the risk of accidental loss of the goods.

§ 8.6

In the case of cross-border deliveries, the customer must submit to the competent authorities in good time all declarations necessary for export from Germany and import into the country of destination and take action, in particular to obtain the documents required for customs clearance and to meet the requirements for any export controls or other restrictions on marketability.

Deliveries are subject to the proviso that there are no obstacles to fulfillment due to national or international regulations, in particular export control regulations as well as embargoes or other sanctions.

Delays due to export controls override delivery times.

§ 9 Liability

§ 9.1
fireedge shall be liable in cases of intent or gross negligence on the part of fireedge or a representative or vicarious agent in accordance with the statutory provisions. In all other respects, fireedge shall only be liable under the Product Liability Act, for injury to life, limb or health, or for culpable breach of essential contractual obligations. However, the claim for damages for the breach of essential contractual obligations is limited to the foreseeable damage typical for the contract. Even in cases of gross negligence, fireedge's liability is limited to the foreseeable damage typical for the contract, if none of the exceptional cases listed in sentence 2 applies.

§ 9.2
However, liability for damage caused by the delivery item to the customer's legal interests, e.g. damage to other items, is completely excluded. This does not apply if there is intent or gross negligence or if liability is incurred due to injury to life, limb or health.

§ 9.3
The provisions of the above §§ 9.1 and 2 extend to damages in addition to performance and damages in lieu of performance, regardless of the legal grounds, in particular due to defects, breach of obligations arising from the contractual relationship or from tort. They also apply to the claim for reimbursement of futile expenses. However, liability for delay is determined in accordance with § 8.

§ 9.4
A change in the burden of proof to the detriment of the customer is not associated with the above provisions.

§ 9.5
Insofar as any liability of fireedge is excluded or limited, this also applies to the personal liability of employees, employees, employees, representatives and vicarious agents.

§ 10 Warranty

§ 10.1
The Purchaser's warranty rights presuppose that the Purchaser has duly complied with its obligations to inspect and complain under Section 377 of the German Commercial Code (HGB). If complaints arise despite the greatest attention, obvious defects must be asserted immediately (but no later than 6 working days after receipt or collection of the goods), hidden defects must be asserted immediately after their discovery. Otherwise, the goods shall be deemed to have been approved.

§ 10.2
If, despite all care taken, the delivered goods have a defect that already existed at the time of the transfer of risk, fireedge will repair the goods or deliver replacement goods at its discretion, subject to timely notification of defects. fireedge must always be given the opportunity to remedy the defect within a reasonable period of time.

§ 10.3
If the subsequent performance fails, the customer may withdraw from the contract or reduce the remuneration, without prejudice to any claims for damages. The customer cannot demand compensation for futile expenses. Before returning the goods, the consent of fireedge must always be obtained.

§ 10.4
Claims for defects do not exist in the case of only insignificant deviation from the agreed quality, in the event of only insignificant impairment of usability, in the event of natural wear and tear and in the case of damage that occurs after the transfer of risk as a result of incorrect or negligent handling, excessive stress, unsuitable equipment, defective construction work, unsuitable building ground or due to special external influences and is not required according to the contract are. If repair work or modifications are carried out improperly by the customer or third parties, there are also no claims for defects for these and the resulting consequences.

§ 10.5
fireedge does not guarantee that the fire protection approvals meet the requirements of the customer. The warranty is void if the serial number, type designation or similar marks are removed or made illegible.

§ 10.6
The assertion of claims by the Purchaser on account of the expenses necessary for the purpose of subsequent performance, in particular transport, travel, labour and material costs, shall be excluded insofar as the expenses increase because the goods delivered by fireedge have subsequently been taken by or on the instructions of the Purchaser to a place other than the Purchaser's establishment, unless the shipment corresponds to its intended use.

§ 10.7
The Purchaser's claims for recourse against fireedge shall only exist to the extent that the Purchaser has not entered into any agreements with its Purchaser that go beyond the legally binding claims for defects.

§ 10.8
The assertion of further or other claims for defects by the customer against fireedge and its vicarious agents other than those regulated here are excluded.

§ 10.9
Warranty claims are not transferable. Irrespective of this, fireedge passes on any further warranty and warranty commitments of the manufacturers to the customer in full without being responsible for them itself. In the event of a warranty claim, fireedge shall repair or replace it at its option.

§ 10.10

If the review of a notice of defects shows that a warranty claim does not exist, fireedge is entitled to demand reimbursement of all expenses. Costs of inspection and repair will be charged at the applicable service prices of fireedge.

§ 10.11

Only fireedge agents are authorized to carry out repairs on site.

§ 11.0 Limitation

§ 11.1

The limitation period for claims and rights due to defects of the goods, regardless of the legal grounds, is one year. However, this does not apply in the cases of § 438.1 no. 1 of the Civil Code (defects of title in the case of immovable property), § 438.1 no. 2 of the Civil Code (buildings, objects for buildings), § 479.1 of the Civil Code (right of recourse of the contractor) or § 634a.1 no. 2 of the Civil Code (buildings or works whose success consists in the provision of planning or supervision services for this purpose). The time limits specified in the preceding sentence 2 shall be subject to a limitation period of three years.

§ 11.2

The limitation periods according to § 11.1 sentence 1 also apply to all claims for damages against fireedge that are related to the defect - regardless of the legal basis of the claim. Insofar as claims for damages of any kind exist against fireedge that are not related to a defect, the limitation period of § 11.1 sentence 1.

§ 11.3 shall apply to them

The limitation periods according to § 11.1 and 2 apply with the following proviso: The limitation periods generally do not apply in the case of intent.

fireedge has fraudulently concealed the defect or insofar as fireedge has assumed a guarantee for the quality of the goods. If fireedge has fraudulently concealed a defect, the statutory limitation periods shall apply instead of the time limits specified in subsection (1), which would apply in the absence of malice, excluding the extension of the time limit in the case of malice pursuant to Sections 438 (3) or 634a (3) of the German Civil Code, unless another exceptional case pursuant to this para. 3 applies. In addition, the limitation periods do not apply to claims for damages in cases of injury to life, limb or health or freedom, in the case of claims under the Product Liability Act, in the event of a grossly negligent breach of duty or in the event of a breach of essential contractual obligations.

§ 11.4

The limitation period begins for all claims with delivery or provision for collection, in the case of work services with acceptance.

§ 11.5

Unless expressly provided otherwise, the statutory provisions on the commencement of the limitation period, the suspension of expiry, the suspension and the new commencement of time limits shall remain unaffected.

§ 11.6

A change in the burden of proof to the detriment of the customer is not associated with the above provisions.

§ 12.0 Intellectual property rights of third parties

§ 12.1

fireedge assumes no liability for the fact that the Contract Products do not infringe any industrial property rights or copyrights of third parties. The customer must inform fireedge immediately of all claims made against him for this reason.

§ 12.2

Insofar as the delivered products have been manufactured according to the designs or instructions of the customer, the customer must indemnify fireedge against all claims asserted by third parties due to the infringement of industrial property rights and copyrights. Any legal costs must be appropriately advanced.

§ 13 Data protection

§ 13.1

The customer gives his express consent to the processing of data that has become known to fireedge in the context of contractual relationships and is necessary for order processing.

§ 13.2

The customer also agrees that fireedge may use the data obtained from the business relationship with it for fireedge's business purposes within the meaning of the Data Protection Act.

§ 13.3

For the commercial processing of deliveries or services by fireedge, fireedge stores and processes personal data of the customer and uses it within the scope of the purpose of the concluded transaction.

§ 14 Ancillary Agreements

§ 14.1

All promises and agreements made between fireedge and the customer, including telephone, telegraphic or telex agreements, which contradict or go beyond one of the above conditions, as well as changes of any kind, in particular to the terms of payment, require express written confirmation by fireedge if they are to apply. This applies in particular to all oral ancillary agreements of fireedge's sales representatives. This also applies to changes or exclusions of our General Terms and Conditions.

§ 14.2

Should a provision in these General Terms and Conditions (GTC) or a provision in supplementary agreements be or become invalid, the remaining provisions shall remain unaffected.

§ 15.0 Place of jurisdiction

§ 15.1

These terms and conditions and the entire legal relationships of the parties are subject to the laws of the Federal Republic of Germany to the exclusion of the UN Convention on Contracts for the International Sale of Goods (CISG).

§ 15.2

The place of performance and exclusive place of jurisdiction for all disputes – including in deed and bill proceedings – is the district court of Hanau (Hesse), Federal Republic of Germany.

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