



General Terms and Conditions Locker Systems Status March 2025

1. Contractual partners and scope of application

- 1.1 These General Terms and Conditions of Sale (GTCS) apply to all business relationships between Axel Fuhrmann, trading as Locker Systems, Emilienstr. 6, 32105 Bad Salzfl. Germany (hereinafter: "Locker Systems") and customers (hereinafter: "Customer"). Locker Systems fulfils orders exclusively on the basis of these GTC. The GTCS apply to all types of purchase contracts, contracts for work and labour, contracts for work and materials and maintenance or service contracts. They shall also apply in their respective version as a framework agreement for all future orders with the same Customer, without Locker Systems having to refer to them separately in each individual case
- 1.2 The agreements made in the order or the order confirmation ("order documents") shall be decisive for the subject matter of the individual order in addition to these GTCS. In the event of a conflict between the order documents and these GTCS, the agreement made in the order documents shall take precedence insofar as it fulfils the requirements of Section 1.3.
- 1.3 Individual agreements, in particular insofar as they modify and/or supplement these GTCS, must be made in writing and shall only become effective after prior written confirmation by Locker Systems.
- 1.4 The GTC apply regardless of whether the customer is a consumer, entrepreneur or merchant. Only consumers within the meaning of Section 13 BGB are entitled to a right of cancellation in accordance with Section 12.
- 1.5 These GTC apply exclusively. The customer's contractual terms and conditions shall not apply. Counter-confirmations by the customer with reference to his own terms and conditions are expressly rejected.
- 1.6 The AVB are available at any time on the website www.locker-system.com.

2. Conclusion of contract

- 2.1 Our offers are subject to change and non-binding. This shall also apply if Locker Systems has provided the customer with catalogues, technical documentation (e.g. drawings, plans, calculations, references to DIN standards), other product descriptions or documents - including in electronic form - in advance. The presentation and advertising of articles in Locker Systems' catalogues shall not constitute a binding offer to conclude a purchase contract.
- 2.2 The order of the goods by the customer shall be deemed a binding contractual offer. Unless otherwise stated in the order, Locker Systems shall be entitled to accept this contractual offer within 14 days of its receipt by Locker Systems. Acceptance can be declared either in writing (e.g. order confirmation) or by delivery of the goods to the customer.

- 2.3 If it is not possible to deliver the goods you have ordered, for example because the goods in question are not in stock, Locker Systems will refrain from issuing a declaration of acceptance. In this case, a contract is not concluded. Locker Systems will inform you immediately and refund any payments already received without delay.

3. of delivery

- 3.1 The delivery period shall be agreed individually or specified by Locker Systems upon acceptance of the order. If this is not the case, the delivery period is approx. 2-6 weeks from conclusion of the contract. Assembly of the goods by Locker Systems, which can be booked in advance by the customer, is also subject to an individual agreement
- 3.2 If Locker Systems is unable to meet binding delivery deadlines for reasons for which Locker Systems is not responsible (non-availability of the service), Locker Systems shall inform the customer of this immediately and at the same time inform the customer of the expected new delivery deadline.
- 3.3 If the service is also not available within the new delivery period, Locker Systems shall be entitled to withdraw from the contract in whole or in part; any consideration already provided by the customer shall be reimbursed by Locker Systems without delay. Non-availability of the service exists, for example, if Locker Systems is not supplied by its suppliers in good time, if Locker Systems has concluded a congruent hedging transaction, in the event of other disruptions in the supply chain, for example due to force majeure or if Locker Systems is not obliged to procure in individual cases.
- 3.4 Delivery is ex warehouse, which is also the place of fulfilment for the delivery and any subsequent fulfilment. At the customer's request and expense, the goods shall be dispatched to another destination (sale to destination). Unless otherwise agreed, Locker Systems shall be entitled to determine the type of dispatch (in particular transport company, dispatch route, packaging) itself.
- 3.5 The risk of accidental loss and accidental deterioration of the goods shall pass to the customer at the latest upon handover. In the case of sale by despatch, however, the risk of accidental loss and accidental deterioration of the goods as well as the risk of delay shall already pass upon delivery of the goods to the forwarding agent, the carrier or the person or organisation otherwise designated to carry out the shipment. If acceptance has been agreed, this shall be decisive for the transfer of risk. In all other respects, the statutory provisions of the law on contracts for work and services shall also apply accordingly to an agreed acceptance. If the customer is in default of acceptance, this shall be deemed equivalent to handover or acceptance.



- 3.6 If the customer is in default of acceptance, fails to cooperate or if the delivery by Locker Systems is delayed for other reasons for which the customer is responsible, Locker Systems shall be entitled to demand compensation for the resulting damage including additional expenses (e.g. storage costs).
- 3.7 Legal claims of Locker Systems (in particular cancellation) remain unaffected.
- 4. Prices and terms of payment**
- 4.1 Unless otherwise agreed in individual cases, the current prices at the time of conclusion of the contract shall apply, ex warehouse, plus statutory VAT
- 4.2 Any costs for assembly at the customer's premises shall be invoiced separately. In the case of the provision of work services as part of the assembly of the goods, Locker Systems reserves the right to increase or decrease the final price by up to 10% compared to the price stated in the offer.
- 4.3 In the case of sale by despatch, the customer shall bear the transport costs ex warehouse and the costs of any transport insurance requested by the customer. Any customs duties, fees, taxes and other public charges shall be borne by the customer.
- 4.4 The purchase price is due and payable within 14 days of invoicing and delivery or acceptance of the goods in the case of on-site installation. However, Locker Systems is also entitled at any time within the framework of an ongoing business relationship to make a delivery in whole or in part only against advance payment. Locker Systems shall declare a corresponding reservation at the latest with the order confirmation.
- 4.5 The customer shall be in default upon expiry of the above payment deadline. During the period of default, interest shall be charged on the purchase price at the applicable statutory default interest rate. Locker Systems reserves the right to claim further damages caused by default. The claim to commercial maturity interest (§ 353 HGB) against merchants remains unaffected.
- 4.6 The customer shall only be entitled to rights of set-off or retention to the extent that his claim has been legally established or is undisputed. In the event of defects in the delivery, the customer's counter-rights shall remain unaffected.
- 4.7 If it becomes apparent after conclusion of the contract (e.g. through an application for the opening of insolvency proceedings) that Locker Systems' claim to the purchase price is jeopardised by the customer's inability to pay, Locker Systems 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 BGB). In the case of contracts for the manufacture of non-fungible items (customised products), Locker Systems may declare its withdrawal immediately; the statutory provisions on the dispensability of setting a deadline shall remain unaffected.
- 5. Retention of title**
- 5.1 Locker Systems shall retain title to the goods sold until full payment of all current and future claims of Locker Systems arising from the contract with the customer and an ongoing business relationship (secured claims).
- 5.2 The goods subject to retention of title may neither be pledged to third parties nor assigned as security before full payment of the secured claims. The customer must inform Locker Systems immediately in writing if an application is made to open insolvency proceedings or if third parties have access to the goods belonging to Locker Systems (e.g. seizures).
- 5.3 If the customer acts in breach of contract, in particular in the event of non-payment of the purchase price due, Locker Systems shall be 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 the goods does not at the same time include the declaration of cancellation; Locker Systems is rather entitled to demand only the return of the goods and to reserve the right to cancel the contract. If the customer does not pay the purchase price due, Locker Systems may only assert these rights if Locker Systems has previously set the customer a reasonable deadline for payment without success or if such a deadline is dispensable according to the statutory provisions.
- 5.4 The customer is authorised until revocation 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 retention of title shall extend to the full value of the products created by processing, mixing or combining the goods of Locker Systems, whereby Locker Systems shall be deemed the manufacturer. If, in the event of processing, mixing or combining with goods of third parties, their right of ownership remains, Locker Systems shall acquire co-ownership in proportion to the invoice values of the processed, mixed or combined goods. In all other respects, the same shall apply to the resulting product as to the goods delivered under retention of title.
 - The customer hereby assigns to Locker Systems as 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 Locker Systems in accordance with the above paragraph. Locker Systems accepts the assignment. The obligations of the customer stated in clause 5.2 shall also apply in consideration of the assigned claims.
 - In addition to Locker Systems, the customer shall remain authorised to collect the claim. Locker Systems undertakes not to collect the claim as long as the customer fulfils his payment obligations, there is no deficiency in his ability to pay and Locker Systems does not assert the retention of title by exercising a right in accordance with clause 5.3. If this is the case, however, Locker Systems may demand that the customer informs Locker Systems

of the assigned claims and their debtors, provides all information necessary for collection, hands over the relevant documents and informs the debtors (third parties) of the assignment. In this case, Locker Systems shall also be entitled to revoke the customer's authorisation to resell and process the goods subject to retention of title.

- If the realisable value of the securities exceeds Locker Systems' claims by more than 10%, Locker Systems shall release securities of its own choice at the customer's request.

6. Guarantee

6.1 The statutory provisions shall apply to the customer's rights in the event of material defects and defects of title (including incorrect and short delivery as well as improper assembly/installation or defective instructions), unless otherwise specified below.

6.2 The basis of Locker Systems' liability for defects is above all the agreement reached on the quality and intended use of the goods (including accessories and instructions). All product descriptions and manufacturer's specifications that are the subject of the individual contract or were made public (in particular in catalogues or on the website) at the time the contract was concluded shall be deemed to be an agreement on quality in this sense. If the quality has not been agreed, it shall be assessed in accordance with the statutory provisions whether a defect exists or not (Section 434 (3) BGB).

6.3 Locker Systems is generally not liable for defects that the customer is aware of or is grossly negligent in not being aware of when the contract is concluded (§ 442 BGB). Furthermore, the customer's claims for defects presuppose that he has complied with his statutory inspection and notification obligations (Sections 377, 381 HGB). In the case of building materials and other goods intended for installation or other further processing, an inspection must always be carried out immediately prior to processing. If a defect is discovered during delivery, inspection or at any later point in time, Locker Systems must be notified of this immediately in writing. In any case, obvious defects must be reported within 3 working days from delivery and defects not recognisable during the inspection within the same period from discovery. If the customer fails to carry out the proper inspection and/or report defects, Locker Systems' liability for the defect not reported or not reported on time or not reported properly shall be excluded in accordance with the statutory provisions. In the case of goods intended for assembly, mounting or installation, this shall also apply if the defect only became apparent after the corresponding processing as a result of the breach of one of these obligations; in this case, the customer shall in particular have no claims for reimbursement of corresponding costs ("removal and installation costs").

6.4 If the delivered item is defective, Locker Systems may initially choose whether to provide subsequent fulfilment by remedying the defect (subsequent improvement) or by

delivering a defect-free item (replacement delivery). If the chosen type of subsequent fulfilment is unreasonable for the customer in the individual case, the customer may reject it. Locker Systems' right to refuse subsequent fulfilment under the statutory conditions remains unaffected.

6.5 Locker Systems is entitled to make the subsequent fulfilment owed dependent on the customer paying the purchase price due. However, the customer is entitled to retain a reasonable portion of the purchase price in relation to the defect.

6.6 The customer must give Locker Systems the time and opportunity required for the subsequent fulfilment owed, in particular to hand over the rejected goods for inspection purposes. In the event of a replacement delivery, the customer shall return the defective item to Locker Systems upon request in accordance with the statutory provisions; however, the customer shall not be entitled to return the item. Subsequent fulfilment shall not include the removal, dismantling or disassembly of the defective item or the installation, attachment or assembly of a defect-free item if Locker Systems was not originally obliged to perform these services; the customer's claims for reimbursement of corresponding costs ("dismantling and assembly costs") shall remain unaffected.

6.7 Locker Systems shall bear or reimburse the expenses necessary for the purpose of inspection and subsequent performance, in particular transport, travel, labour and material costs as well as any dismantling and installation costs, in accordance with the statutory provisions and these GTCS, if a defect actually exists. Otherwise, Locker Systems may demand compensation from the customer for the costs arising from the unjustified request to remedy the defect if the customer knew or could have recognised that there was in fact no defect.

6.8 In urgent cases, e.g. if operational safety is jeopardised or to prevent disproportionate damage, the customer shall have the right to remedy the defect itself and to demand compensation from Locker Systems for the expenses objectively required for this. Locker Systems must be notified immediately, if possible in advance, of any such self-remedy. The right of self-remedy does not exist if Locker Systems would be entitled to refuse a corresponding subsequent fulfilment in accordance with the statutory provisions.

6.9 If a reasonable deadline to be set by the customer for subsequent fulfilment has expired unsuccessfully or is dispensable in accordance with the statutory provisions, the customer may withdraw from the purchase contract or reduce the purchase price in accordance with the statutory provisions. However, there is no right of cancellation in the case of an insignificant defect.

7. Other liability and limitations of liability

7.1 Locker Systems is liable for damages to the following extent for

- damages resulting from injury to life, limb or health, if he is responsible for the breach of duty, and for other

damages resulting from an intentional or grossly negligent breach of duty,

- Damages due to the culpable breach of essential contractual obligations, whereby the claim for damages is limited to the foreseeable damage typical for the contract, unless there is intent or gross negligence.
- If the aforementioned conditions are not met, Locker Systems shall only be liable - irrespective of the legal grounds - if an essential contractual obligation (cardinal obligation) is culpably breached. In such cases, Locker Systems' liability shall be limited to the foreseeable damage typical for the contract. Cardinal obligations are those obligations whose fulfilment is essential for the proper execution of the contract and on whose compliance the contractual partner may regularly rely. These are therefore obligations whose breach would jeopardise the achievement of the purpose of the contract. A strict liability of Locker Systems for damages in accordance with § 536a BGB for defects existing at the time of conclusion of the contract is excluded.

7.2 The above limitations of liability do not apply to claims under the Product Liability Act and due to the absence of a guaranteed quality or a warranted characteristic of the services to be provided by Locker Systems. Insofar as liability is excluded or limited, this shall also apply to the personal liability of the legal representatives, executive employees and other vicarious agents of Locker Systems.

7.3 The customer is obliged to notify Locker Systems immediately in writing of any damage or loss for which Locker Systems may be liable.

8. Statute of limitations

8.1 Notwithstanding § 438 Para. 1 No. 3 BGB, the general limitation period for claims arising from material defects and defects of title is one year from delivery. If acceptance has been agreed, the limitation period shall commence upon acceptance.

8.2 The above limitation period of the sales law also applies to contractual and non-contractual claims for damages of the customer which are based on a defect of the goods, unless the application of the regular statutory limitation period (§§ 195, 199 BGB) would lead to a shorter limitation period in individual cases.

9. Supplementary maintenance services

9.1 If the customer requires annual maintenance for the leased contractual items, a separate maintenance contract can be concluded with Locker Systems for this purpose. The maintenance includes checking the essential functions, cleaning the relevant components and a recommendation for necessary repairs.

9.2 Maintenance is carried out by prior appointment and is subject to a charge, unless expressly agreed otherwise with the offer.

9.3 Locker Systems accepts no liability for damage caused by neglected or delayed maintenance.

9.4 Maintenance does not replace any necessary repairs or spare parts, which must be ordered and invoiced separately.

10. Secrecy

10.1 The customer is obliged to maintain secrecy about confidential information concerning Locker Systems and to use it only for the fulfilment of this contract and the purpose pursued with it.

10.2 "Confidential information" is all information and documents about business transactions of which the customer becomes aware, in particular customers, customer data, business data (e.g. turnover, calculation etc.), business planning (e.g. business intentions and projects etc.), personnel and organisational issues, information about advertising and marketing (e.g. analyses, elaborations, studies, concepts, products, prices etc. relating to previous and future advertising) as well as contract terms, conditions and prices offered or granted.

10.3 Furthermore, the customer is obliged to oblige all of its employees, consultants and other third parties who obtain knowledge of confidential information and who are not already legally obliged to maintain confidentiality to maintain confidentiality in accordance with the above provision.

10.4 The confidentiality obligation does not apply to information that is publicly accessible or becomes publicly accessible without unauthorised action or omission or must be made accessible by court order or by law.

11. Data protection

Locker Systems undertakes to treat all personal data received in the course of the execution of the contract confidentially in accordance with the applicable data protection regulations, in particular the GDPR, and to use it exclusively for the fulfilment of the contract. Data will only be passed on to third parties if this is necessary for the fulfilment of the contract or required by law.

12. Cancellation policy for consumers

12.1 Consumers (i.e. a natural person who places an order for a purpose that cannot be attributed to their commercial or independent professional activity) have a statutory right of cancellation when concluding a distance selling transaction, about which Locker Systems provides information below in accordance with the statutory model. A sample cancellation form can be found in Section 12.2.

Cancellation policy

Right of cancellation

You have the right to cancel this contract within fourteen days without giving any reason. The cancellation period is fourteen days from the day the contract is concluded.

To exercise the right to cancel, you must inform us (Axel Fuhrmann, trading as Locker Systems, Emilienstraße 6,



32105 Bad Salzuflen, Deutschland Tel. +49 5222 639 391, E-Mail: info@locker-system.com) of your decision to cancel this contract by a clear statement (e.g. a letter sent by post or e-mail).

You can use the attached sample cancellation form, but this is not mandatory.

To meet the cancellation deadline, it is sufficient for you to send your notification of exercising your right of cancellation before the cancellation period expires.

Consequences of cancellation

If you withdraw from this contract, we shall reimburse to you all payments received from you, including the costs of delivery (with the exception of the supplementary costs resulting from your choice of a type of delivery other than the least expensive type of standard delivery offered by us), without undue delay and in any event not later than 14 days from the day on which we are informed about your decision to withdraw from this contract. For this repayment, we will use the same means of payment that you used for the original transaction, unless expressly agreed otherwise with you; in no case will you be charged any fees for this repayment.

We may refuse to refund you until we have received the goods back or until you have provided proof that you have returned the goods, whichever is the earliest.

You must return or hand over the goods to us immediately and in any case no later than fourteen days from the day on which you inform us of the cancellation of this contract. The deadline is met if you dispatch the goods before the period of fourteen days has expired.

You shall bear the direct costs of returning the goods. The costs are estimated at a maximum of around EUR 1,000.00

You shall only be liable for any loss in value of the goods if this loss in value is due to handling of the goods that is not necessary for checking their condition, properties and functionality.

Locker Systems provides the following information on the model cancellation form in accordance with the statutory provisions:

Sample cancellation form

(If you wish to cancel the contract, please complete and return this form).

- To Axel Fuhrmann, trading as Locker Systems, Emilienstraße 6, 32105 Bad Salzuflen, Germany, e-mail: info@locker-system.com
- I/we (*) hereby cancel the contract concluded by me/us (*) for the provision of the following service (*).
- Ordered on (*)/received on (*)
- Name of the consumer(s)
- Address of the consumer(s)
- Signature of the consumer(s) (only for notification on paper)
- date

(*) Delete as appropriate

13. Miscellaneous

- 13.1 Amendments and additions to this contract must at least be made in writing. The cancellation of this written form requirement must also be in writing. An electronic form by means of a qualified electronic signature within the meaning of § 126a BGB is also equivalent to the written form.
- 13.2 Should any provision of these GTCS be or become invalid or unenforceable in whole or in part, this shall not affect the validity of the remaining provisions. The valid or unenforceable provision shall be replaced by a provision that comes as close as possible to the economic objectives of the parties as they were at the time the contract was concluded. The decisive factor is what the parties would have agreed if they had recognised the impracticability or invalidity. The same applies in the event of a loophole in the contract.
- 13.3 These GTC are subject to the law of the Federal Republic of Germany to the exclusion of the UN Convention on Contracts for the International Sale of Goods. The exclusive place of jurisdiction for all legal disputes between the parties arising from or in connection with this contract is Detmold, unless another place of jurisdiction is prescribed by law.