

Altro Deutschland GmbH & Co. KG

General Terms and Conditions

1. DEFINITIONS

"Altro" means Altro Deutschland GmbH & Co. KG (registered with the commercial register at the local court of Stendal under HRA 11872) whose registered office is at Ebertallee 209, 06846 Dessau-Roßlau, Germany.

"Customer" means the persons, firm, body or company with whom Altro contracts.

"General Terms and Conditions" means these terms and conditions of sale.

2. GENERAL

- 2.1. These Conditions of Sale shall only apply vis á vis entrepreneurs, governmental entities, or special governmental estates within the meaning of sec. 310 para. 1 BGB (German Civil Code/ Bürgerliches Gesetzbuch).
- 2.2. Unless otherwise agreed by Altro in writing, these Conditions of Sale shall apply to all orders placed with Altro and will prevail over any terms which the Customer may purport to apply under any purchase order, confirmation order or other document. Altro reserves the right to modify or amend these Conditions of Sale, in whole or in part, at any time. Altro will inform the Customer in due time before any modification or amendment (and the Customer's right to object). The Customer can access the latest version of the Conditions of Sale under altro.com/de.
- 2.3. Any stipulations or conditions in the Customer's order form shall be deemed to be inapplicable to any order placed with Altro unless expressly agreed to by Altro in writing before goods are despatched in accordance with the order in question.
- 2.4. These Conditions of Sale include some specific provisions in relation to bespoke goods ("**Bespoke Goods**") and digitally printed floor/wall products ("**Printed Goods**"). Except where stated otherwise, reference to 'goods' shall include Printed Goods and Bespoke Goods.
- 2.5. Minimum order quantities may apply for Printed Goods, Bespoke Goods and / or standard goods and these may be amended from time to time. See website, product information or price list for details.

3. ACCEPTANCE

- 3.1. A quotation given by Altro is an invitation to purchase only.
- 3.2. Offers made by the Customer shall be binding for fourteen (14) days from the date of submission of the offer.
- 3.3. The supply contract ("**Contract**") shall be made on the earlier of (i) Altro despatching the goods in accordance with the Customer's order or (ii) Altro communicating acceptance of the Customer's order in writing.
- 3.4. **For goods that are not Printed Goods:**
 - 3.4.1. the Customer may contact Altro via telephone or email in relation to any goods that the Customer is interested in purchasing. Altro will provide a non-binding quotation to the Customer in relation to such goods (via telephone or email), subject to availability. The Customer's acceptance of the quotation constitutes a binding offer to order the goods that remains open for acceptance by Altro.
 - 3.4.2. The goods will be supplied upon completion of their manufacture. Altro will use its reasonable efforts to supply the goods in line with the estimated timeframe provided by Altro but such estimates shall not be deemed as a guarantee of timing.
- 3.5. **For Printed Goods:**
 - 3.5.1. the Customer should access the website at custom.altro.com/de ("**Website**") and follow the onscreen prompts to enter their required specification in relation

to the Printed Goods. The Customer is responsible for ensuring that any specification, measurements and other information provided to Altro is complete and accurate.

- 3.5.2. Altro will contact the Customer via telephone within seven (7) days of the Customer submitting their configuration via the Website and shall provide a non-binding quotation to the Customer. The Customer's acceptance of the quotation constitutes a binding offer to order the Printed Goods that remains open for acceptance by Altro.
- 3.5.3. As the Printed Goods are bespoke products, an order cannot be cancelled once manufacture of the Printed Goods has commenced.
- 3.5.4. If Altro is unable to supply the Printed Goods for any reason other than due to the actions or omissions of the Customer, Altro will inform the Customer of this and will cease to process the Customer's order and will refund the full amount already paid for such goods.

3.6. For Bespoke Goods

- 3.6.1. Bespoke Goods are goods which are made to the specification of the Customer, as agreed with the Customer in writing and shall include (but are not limited to) products where third-party products are incorporated into the goods, and/or goods which are cut to the Customer's specific instructions such as transit kits etc.
- 3.6.2. As the Bespoke Goods are bespoke products, an order cannot be cancelled once manufacture of the Bespoke Goods has commenced.

4. PRINTED GOODS AND THE WEBSITE

- 4.1. When ordering Printed Goods, the Customer may either:
 - 4.1.1. choose from one of the images supplied by Altro; or
 - 4.1.2. upload the Customer's own image ("**Image**"), for printing on the Printed Goods.
- 4.2. Where the Customer uploads its own Image to the Website for Printed Goods then the Customer shall ensure that such Image complies with the resolution, size and other requirements as set out in the Website.
- 4.3. Where the Customer uploads its own Image, then the Customer warrants that it is the owner of any intellectual property rights subsisting in that Image or is authorised (by the owner of the intellectual property rights in the Image) to upload the Image to the Website. No intellectual property rights in the Image shall be transferred to Altro except for the limited licence set out in these Conditions of Sale.
- 4.4. The Customer must not have infringed the rights of any third-party or breached any laws when dealing with or uploading the Image to the Website. If an Image contains reference to or images of a person, the consent of that person (or their parent or guardian if they are under 18) must have been obtained.
- 4.5. By uploading an Image to the Website, the Customer hereby grants Altro, its affiliates and sub-licensees a non-exclusive, royalty free, perpetual, worldwide, irrevocable and sub-licensable right to use such Image for the purpose of manufacturing and supplying the Printed Goods incorporating the Image.
- 4.6. For the avoidance of doubt, Altro reserves the right to refuse to use or apply any Image supplied by the Customer at its sole discretion and without reason. Such decision shall be notified to the Customer as soon as reasonably practicable.

- 4.7. The Customer shall indemnify Altro against all liabilities, costs, expenses, damages and losses (including but not limited to any direct, indirect or consequential losses, loss of profit, loss of reputation and all interest, penalties and legal costs (calculated on a full indemnity basis) and all and other professional costs and expenses) suffered or incurred by Altro arising out of or in connection with any claim made against Altro for actual or alleged infringement of a third-party's intellectual property rights arising out of or in connection with the supply or use of the Image.
- 4.8. The Customer acknowledges that the Website and any content displayed on it is provided for general information purposes only. The Website does not offer advice on which the Customer should rely. Altro shall make reasonable efforts to update the information on the Website; however Altro makes no representations, warranties or guarantees, whether express or implied, that such information is accurate, complete or up to date.
- 4.9. The Customer acknowledges that any images of the Printed Goods on the Website are for illustrative purposes only. It shall not be considered a defect if the shading and appearance of the Printed Goods differ slightly from the Customer's Image. Such discrepancies are owed to the digital printing process and Altro does not warrant the full conformity of the Printed Goods with the Customer's Image.
- 4.10. Any samples provided by Altro (at the Customer's request, subject to availability and at Altro's sole discretion) shall be provided for reference (only) and may not reflect the colour or material requested by the Customer.
- 4.11. The Customer agrees that since the Printed Goods are handmade, all sizes, weights, capacities, dimensions and measurements indicated on the Website have a 2% tolerance from the stated measurements.

5. PRICES

- 5.1. Subject to any bespoke quotation provided by Altro, the price payable for goods ordered by the Customer shall be the price stated in the non-binding quotation from Altro unless otherwise agreed in writing between Altro and the Customer.
- 5.2. Altro shall issue an invoice to the Customer on despatch of the goods. The Customer shall notify Altro in writing within 30 days of receipt of invoice of any issue relating to the price charged for goods.
- 5.3. All prices quoted by Altro exclude value added tax which will be charged at the rate applicable at the date of invoice unless otherwise stated by Altro.
- 5.4. Prices are Ex-Works (EXW Incoterms 2020) and exclude packaging and carriage costs unless otherwise agreed in writing between Altro and the Customer. Where applicable, the Customer shall be responsible for customs entry and paying the assessed import duties and other taxation for the goods as the 'importer of record'.

6. PAYMENT

- 6.1. Time for payment shall be of the essence under the Contract.
- 6.2. If the Customer does not have a credit account with Altro, then unless otherwise agreed in writing, payment for the goods and all applicable delivery charges is due on acceptance of the Customer's order pursuant to clause 3.3.
- 6.3. If the Customer has a credit account with Altro then payment is due within 30 days from the date of the invoice, or against receipt of cleared funds prior to dispatch of goods for pro forma Customers unless otherwise agreed in writing between Altro and the Customer.
- 6.4. Upon expiry of the above payment deadlines, the Customer shall be in default without the need for a reminder. When the Customer is in default with a payment or when a credit limit has been reached then Altro may, without limiting any other rights or remedies available to it:

- 6.4.1. withdraw credit terms; and/or
- 6.4.2. charge interest on the overdue amount at the rate of 9% above the respective base interest rate p.a. This interest shall accrue on a daily basis from the day the Customer is in default with a payment until actual payment of the overdue amount, whether before or after judgment. The Customer shall pay the interest together with the overdue amount. Altro reserves the right to assert further damage caused by default.

- 6.5. The Customer is entitled to retainer rights only insofar as the Customer's claim is acknowledged, undisputed or assessed in a legally binding judgement and only to the extent such rights are based on the same transaction.
- 6.6. If the goods are delivered in instalments, Altro shall be entitled to invoice the Customer as and when each instalment is ready for despatch, and payment shall be due in respect of each instalment as though the goods therein comprised were the subject of a separate order, notwithstanding late delivery or non-delivery of other instalments.
- 6.7. If Altro agrees that the Customer may pay by instalments then the Customer shall be deemed to be in default on the whole Contract in the event of non-payment of an instalment by the due date and the outstanding balance of the invoiced sum shall immediately become payable by the Customer.
- 6.8. If so requested, the Customer shall deposit such monies (in cleared funds) with Altro, the amount of which may be agreed between the parties from time to time, for the purpose of securing the payment by the Customer of all or any invoices associated with current Contracts and / or future orders placed with Altro. In such circumstances, the Customer hereby irrevocably and unconditionally agrees that:
 - 6.8.1. it shall have no right whatsoever to the return of the deposit monies and Altro shall be under no obligation whatsoever to return the deposit monies, in circumstances where orders for goods have been, or are placed by the Customer with Altro that await completion;
 - 6.8.2. Altro shall be entitled, in its absolute discretion, to withdraw and pay to itself all or any part of the deposit funds and apply such monies against any outstanding invoice(s) of the Customer (which for the avoidance of doubt shall include any applicable VAT and other applicable taxes) regardless of the solvency (or otherwise) of the Customer; and
 - 6.8.3. Altro shall be entitled to set off any claims it might have against the Customer in respect of any Contracts (which for the avoidance of doubt shall include any applicable VAT and other applicable taxes) against the deposit monies so held, regardless of the solvency (or otherwise) of the Customer.
- 6.9. If Altro has requested such monies to be deposited by a Customer in accordance with clause 6.8 above, and in the opinion of Altro such monies are either (i) not deposited or (ii) are insufficient for the value of the appropriate order(s) / Contract(s), Altro may at its own discretion refuse to commence, continue or complete any order and / or Contract unless the Customer provides the deposit monies immediately.

7. DELIVERY AND COLLECTION

- 7.1. Delivery shall be Ex-Works (EXW Incoterms 2020). For the avoidance of doubt, the Customer will be entirely responsible for transportation and off-loading the goods at its premises. All times and dates given for delivery of goods are estimates only and time for delivery shall not be of the essence under the Contract.
- 7.2. Various other delivery options are available including timed, assisted delivery, and dedicated carrier. This also includes DAP (Incoterms 2020). Details and charges for these services can be requested at the time of order.

- 7.3. When placing an order, the Customer must inform Altro of any factor which may affect delivery of the goods such as restricted access, weight restrictions, opening hours etc.
- 7.4. Unless otherwise agreed in writing between the parties, delivery is completed when Altro places the goods at the Customer's disposal at Altro's premises (the "**Delivery Location**").
- 7.5. If Altro is unable to meet any delivery date Altro shall notify the Customer as soon as is reasonably practicable and confirm a revised delivery date. Altro shall have no liability for any failure or delay in delivering an order to the extent that such failure or delay arises from the Customer's failure to comply with its obligations under this Contract.
- 7.6. If the Customer requests it, Altro can arrange the transport of the goods to the Customer or to a place named by the Customer itself or have it arranged by a third-party (hereinafter "**Arranged Delivery**"). However, there is no obligation to organise an Arranged Delivery. In the event of an Arranged Delivery, the risk of accidental loss and accidental damage shall pass to the Customer upon handover of the goods to the forwarding agent, the carrier or other persons designated to carry out the transport. If Altro undertakes the transport itself, the goods shall be deemed to have been delivered at the moment at which delivery would take place if the goods were transported by a third-party (transfer of risk). The Customer shall bear all costs incurred as a result of the Arranged Delivery. The Customer or its authorised representative must be present when an Arranged Delivery is made. If Altro is unable to deliver the goods for any reason, including but not limited to Customer not being present for the delivery and goods cannot be off-loaded by the Customer, the goods will be returned to Altro (at the Customer's risk) and the Customer will be responsible for rescheduling delivery. Altro may store the goods until such delivery takes place and charge the Customer for all related re-delivery costs and expenses (including insurance). The Customer shall notify Altro in writing of any claim for loss or damage to goods in transit within fourteen (14) days of the date of despatch (in the case of non-delivery) and within three (3) days of delivery (in the case of damage).
- 7.7. If Altro takes over an Arranged Delivery (either at the request of the Customer or for another reason), delivery shall be free domicile within Germany (except German islands) if the net value of the goods exceeds the amount of EUR 850.00. If the net value of the goods is EUR 850.00 or less, the Customer located within Germany shall be invoiced for a portion of the freight in the lump-sum amount of EUR 69.00. Any additional costs which are incurred because the Customer requests an express shipment or transportation by Altro shall be invoiced separately.
- 7.8. Notwithstanding the above, a freight charge of EUR 215.00 shall apply to goods and to Printed Goods, which are known as wall systems or wall panels, for deliveries within Germany where the net value of the goods is less than € 2,000.00
- 7.9. Freight costs incurred by deliveries outside Germany shall be the subject of a separate agreement between Altro and the Customer.
- 7.10. If the Customer arranges to collect the goods from Altro, then delivery is complete once Altro notifies the Customer that the goods are available for collection by the Customer, (see clause 7.4); in this case, the Customer will pay for delivery. For security and identification purposes, the Customer must notify Altro of the details of the carrier collecting the goods including the name of driver and the vehicle registration. Driver identification may be requested on arrival. If the Customer does not collect the goods on the agreed delivery date then Altro reserves the right to charge the Customer for reasonable storage, insurance and/or warehousing costs.

8. QUALITY OF GOODS

- 8.1. Subject to these Conditions of Sale (and specifically 3. and 4. above), the goods to be provided shall:
 - 8.1.1. conform as to quantity, quality and description with the Customer's order;
 - 8.1.2. be of satisfactory materials and workmanship throughout and be executed with reasonable care and skill by properly qualified and experienced persons;
 - 8.1.3. be equal in all material respects to any specification provided or given by Altro; and
 - 8.1.4. comply with any statutory rule or regulation that may be in force relating to the ordered goods.

9. ACCEPTANCE AND DEFECTIVE PRODUCTS

- 9.1. The Customer may reject any goods delivered to it that do not comply with clause 8, provided that:
 - 9.1.1. notice of rejection is given to Altro:
 - 9.1.1.1. in the case of a defect that is apparent on normal visual inspection, within seven (7) days of delivery
 - 9.1.1.2. in the case of a latent defect, within a reasonable time of the latent defect having become apparent; and
 - 9.1.2. none of the events listed in clause 9.3 apply.
- 9.2. If the Customer fails to give notice of rejection in accordance with clause 9.1, it shall be deemed to have accepted the goods.
- 9.3. Altro shall not be liable for any failure of the goods' to comply with the warranties set out in clause 8 in any of the following events:
 - 9.3.1. the Customer makes use of the goods where a defect was apparent (visually or otherwise) or easily detectable prior to installation;
 - 9.3.2. the Customer makes any further use of those goods after giving notice in accordance with clause 9.1;
 - 9.3.3. the defect arises because the Customer failed to follow Altro's written instructions for the storage, commissioning, installation, use and maintenance of the goods or (if there are none) good trade practice regarding the same;
 - 9.3.4. the defect arises as a result of Altro following any drawing, design, image, uploaded file or specification supplied by the Customer;
 - 9.3.5. the defect arises as a result of third-party goods incorporated into Bespoke Goods;
 - 9.3.6. the Customer alters or repairs those goods without the written consent of Altro;
 - 9.3.7. the defect arises as a result of fair wear and tear, wilful damage, negligence, or abnormal storage or working conditions; or
 - 9.3.8. the goods differ from their description as a result of changes made to ensure they comply with applicable statutory, regulatory or other necessary requirements.
- 9.4. If the Customer rejects any goods under clause 9.1 then the Customer shall, as its sole and exclusive remedy, be entitled to require Altro to replace the rejected goods.
- 9.5. The terms of this clause shall apply to any replacement goods supplied by Altro.

10. RISK AND TITLE

- 10.1. The risk in the goods shall pass from Altro to the Customer upon delivery of such goods to the Customer in accordance with clauses 7.4 (time the goods are made available for collection), 7.6 and 7.10. However, notwithstanding delivery and the passing of risk in the goods, title and property in the goods, including full legal and beneficial ownership, shall not pass to the Customer until Altro has received in cash or cleared funds payment in full for all goods delivered to the Customer under this and all other

Contracts between Altro and the Customer for which payment of the full price of the goods thereunder has not been paid. Payment of the full price of the goods shall include the amount of any interest or other sum payable under the terms of this and all other Contracts between Altro and the Customer under which the goods are delivered.

- 10.2. Where payment is to be made by instalments the property in respect of all goods supplied under this and all other Contracts shall not pass to the Customer until all instalment payments have been made.
- 10.3. Where, in accordance with clause 6.8 above, Altro has drawn down and applied all or any of the security deposit monies in satisfaction of Customer invoices, title and property in the goods, including all legal and beneficial ownership, shall pass to the Customer when all outstanding invoices (including any applicable interest) of that Customer have been paid in full, from the security deposit monies or otherwise.
- 10.4. Until payment in full has been made the Customer shall have possession of the goods as a bailee only, shall keep them separate from other assets and clearly marked as Altro's property, shall maintain them in satisfactory condition and shall not alter or add to them in any way.
- 10.5. The Customer shall be entitled to resell or use the goods in the normal course of the Customer's business provided that the Customer shall remain fully accountable to Altro for the goods and shall hold the proceeds of the sale on trust for Altro to the extent of the Customer's outstanding liability to Altro under this and all other Contracts and shall promptly remit all such proceeds to Altro until payment in full of all sums due under the Contract is made.
- 10.6. Altro shall be entitled to recover payment for the goods notwithstanding that ownership of any of the goods has not passed from Altro.
- 10.7. The Customer shall keep the goods fully insured against all risks at the Customer's expense and ensure that Altro's interest is noted on the policy and shall, upon request, produce to Altro a valid policy of insurance in accordance with this clause.
- 10.8. The Customer's right to possession of the goods shall be terminated immediately if:
 - 10.8.1. the Customer is subject to any of the events listed in clause 11.1 or anything analogous to the same; or
 - 10.8.2. the Customer suffers or allows any execution, whether legal or equitable, to be levied on its property or obtained against it, or fails to observe or perform any of its obligations under the Contract or any other Contract between Altro and the Customer, or is unable to pay its debts within the meaning of sec. 17-19 of the German Insolvency Code (InsO/ Insolvenzordnung) or the Customer ceases to trade; or
 - 10.8.3. the Customer encumbers or in any way charges any of the goods.
- 10.9. The Customer grants Altro, its agents and employees an irrevocable permission at any time to enter any premises where the goods are or may be stored in order to inspect them, or, where Customer's right to possession has terminated, to recover them.

11. DEFAULT OR INSOLVENCY

- 11.1. If either Altro or the Customer:
 - 11.1.1. commits a material breach of any Contract and the breach remains unremedied twenty-one (21) days after written notice by the other party;
 - 11.1.2. makes or offers to make any composition with creditors;
 - 11.1.3. have applied for the commencement of insolvency proceedings, provisional insolvency administration has been ordered over the assets of a party, insolvency proceedings have been opened or the opening of such proceedings is refused for lack of assets;

11.1.4. is the subject of any resolution or petition to wind-up the business (other than for the purpose of amalgamation or reconstruction);

11.1.5. has an administrator, receiver or administrative receiver appointed, then the other party may terminate the Contract forthwith by giving written notice to the other party to that effect.

- 11.2. Where the Customer is in default of any payment or any term as to payment, whether under the Contract in question or any other Contract with Altro or otherwise from time to time due to Altro from the Customer, or is subject to clauses 11.1.1 to 11.1.5 above, then all sums owed to Altro by the Customer under all Contracts with Altro shall become immediately due and payable and Altro may:

11.2.1. cancel all relevant Contracts;

11.2.2. cease making any further deliveries to the Customer;

11.2.3. require the Customer by not less than seven (7) days' notice in writing to deliver up to Altro all and any goods in the Customer's possession which are the property of Altro;

11.2.4. enter the premises of the Customer to take possession of Altro's goods, if the Customer has not returned the goods in accordance with clause 11.2.3. For this purpose, the Customer is obliged to grant Altro access to the premises during normal business hours. If the Customer refuses access, Altro is entitled to gain access by using reasonable force if necessary but making good any damage thereby caused); or

11.2.5. sell the repossessed goods and apply the proceeds of sale towards satisfaction of the Customer's liability to Altro under the Contract of sale; and Altro shall further be entitled:

11.2.5.1. to recover damages in respect of any loss or damage caused by the failure of the Customer to make payment in full by the due date; and

11.2.5.2 to be indemnified by the Customer against all legal and other costs incurred or paid by Altro in the process of seeking to regain possession of goods which were in the power, custody or possession of the Customer and to which title was vested in Altro, whether by virtue of general law or under the Contract in question or any other Contract with the Customer, unless this Contract contains a different provision.

11.2.6. to be indemnified by the Customer against all legal and any other costs incurred in the recovery of all monies owing.

12. LIEN

12.1. In addition to any right of lien to which Altro may by law be entitled, in the event of the Customer's insolvency, Altro shall be entitled to a general lien on all goods of the Customer in Altro's possession (whether paid for or otherwise) for the unpaid price of any other goods sold and delivered to the Customer by Altro under the same or any other Contract.

12.2. In the case of any default of any term as to payment in respect of any Contract Altro reserves the right on the expiration of seven (7) days' notice to the Customer to resell any such goods in its possession, or any goods repossessed in accordance with clause 10, and to apply the proceeds of the sale to settle the Customer's debt to Altro.

13. LIABILITY

13.1. Nothing in these Conditions of Sale limits or excludes Altro's liability for:

13.1.1. death or personal injury caused by Altro's negligence;

13.1.2. fraud or fraudulent misrepresentation;

- 13.1.3. breach of material contractual obligations (obligation the fulfilment of which is a prerequisite for the proper performance of the Contract and on the observance of which the contractual partner regularly relies and may rely). In the event of a breach of material contractual obligations, however, liability is limited to compensation for the foreseeable, typically occurring damage.
- 13.1.4. breach of the terms implied by the German Product Liability Act (Produkthaftungsgesetz/ ProdHaftG); or
- 13.1.5. for intent and gross negligence.
- 13.2. Subject to clause 13.1, liability for simple negligence is excluded. Altro will under no circumstances be liable to the Customer, whether in contract, tort (including negligence), breach of statutory duty, or otherwise, arising under or in connection with the Contract for:
- 13.2.1. any loss of profits, sales, business, or revenue;
- 13.2.2. loss or corruption of data, information or software;
- 13.2.3. loss of business opportunity;
- 13.2.4. loss of anticipated savings;
- 13.2.5. loss of goodwill;
- 13.2.6. loss related to third-party products incorporated into Bespoke Goods;
- 13.2.7. any indirect or consequential loss.
- 13.3. Except as expressly stated in these Conditions of Sale, Altro do not give any representations, warranties or undertakings in relation to the goods. Any representation, condition or warranty which might be implied or incorporated into these Conditions of Sale by statute, common law or otherwise is excluded to the fullest extent permitted by law. In particular, Altro will not be responsible for ensuring that the goods are suitable for the Customer's purposes.
- 13.4. Any advice or recommendation given by Altro or its employees or agents to the Customer or its employees or agents as to the storage, installation, application or use of the goods which is not confirmed in writing by Altro is followed or acted upon entirely at the Customer's own risk and accordingly Altro shall not be liable for any such advice or recommendation which is not so confirmed.
- 13.5. In the event of any resale by the Customer, the Customer shall similarly exclude liability and shall indemnify and will keep indemnified Altro against all liabilities, damages, losses, costs and expenses suffered or incurred by Altro and arising as a result of any such resale.
- 13.6. The Customer acknowledges and agrees that Altro shall bear no liability for any damage or loss or failure whatsoever of third-party products incorporated into Bespoke Goods.
- 14. EXPORT LIABILITY**
The Customer shall ensure that all import regulations of the country of destination and all local and national regulations and / or requirements which relate to the sale and use of the goods in that country are satisfied and shall indemnify and keep indemnified Altro against all damages, losses, costs, expenses, claims and demands suffered or incurred by Altro arising directly or indirectly from the sale and use of the goods.
- 15. FORCE MAJEURE**
Neither party shall be in breach of the Contract nor liable for delay in performing, or failure to perform, any of its obligations under the Contract if such delay or failure result from events, circumstances or causes beyond its reasonable control (including but not limited to governmental or regulatory actions, orders, laws, regulations, restrictions, riots, civil commotion, war (declared or undeclared), acts of terrorism, labour disputes, strikes, prolonged energy supply shortages, transportation disruptions, embargoes

(inability to procure or lack of supplies, equipment or production facilities), traffic disruptions, operational disruptions, default of subcontractors or suppliers (to the extent caused by a force majeure event), pandemics, epidemics, fires, earthquakes, floods, hurricanes, typhoons, explosions and accidents). In such circumstances the affected party shall be entitled to a reasonable extension of the time for performing such obligations. If the period of delay or non-performance continues for 3 months, the party not affected may terminate this Contract by giving one (1) month's written notice to the affected party.

16. SELECTION OF GOODS

The selection of goods is a matter solely for the Customer who is strongly advised to ascertain in advance whether the goods are suitable for the purpose for which they are required.

17. SPECIFICATIONS

- 17.1. All illustrations and descriptions issued by Altro are of an informative nature only and are not part of any specification.
- 17.2. Altro reserves the right to modify any specification of any goods as necessary or as required by any applicable statutory or regulatory requirement.
- 17.3. Altro shall not in any event be liable for the inaccuracy of any information or document not originating from Altro.
- 17.4. All specifications, illustrations and descriptions are copyright protected and remain the property of Altro at all times. They may not be copied or released to third parties and must be returned to Altro at its request at any time.

18. CANCELLATIONS

Cancellation of an order, or a part of an order, by the Customer is only permitted with the consent of Altro, unless otherwise agreed in writing between the parties.

19. ALTERATIONS

Goods supplied by Altro shall not be altered or modified by the Customer in any way.

20. WAIVER

The failure of either party to insist upon the strict performance of any provision of these Conditions of Sale shall not be deemed to be a waiver of that party's rights and remedies nor shall it constitute a precedent as regards subsequent Contracts.

21. SEVERANCE

Should any provision of these Conditions of Sale be or become void in whole or in part, or should a gap in these Conditions of Sale or its amendments become apparent, the validity of the remaining provisions shall not be affected thereby. The parties are aware of the case law of the Federal Court of Justice (Bundesgerichtshof), according to which a severability clause merely reverses the burden of proof. However, it is the express will of the parties to maintain the validity of the remaining provisions of the Conditions of Sale under all circumstances and thereby to waive sec. 139 BGB (German Civil Code/ Bürgerliches Gesetzbuch) as a whole.

In place of the void provision or to fill the gap, an effective and feasible provision shall be agreed upon which legally and economically comes closest to what the parties intended or would have intended in accordance with the meaning and purpose of these Conditions of Sale and its later possible amendments if they had considered this point when concluding the Contract.

22. THIRD-PARTY RIGHTS

A person who is not party to this agreement shall have no right to assert rights arising from the Contracts. This clause does not affect any right or remedy of any person which exists or is available otherwise.

23. LAW AND JURISDICTION

The Contract shall be governed by German law. The United Nations Convention on Contracts for the International Sale of Goods (CISG) shall not apply. The Contract shall be subject to the exclusive jurisdiction of the German courts. Insofar as legally permissible, the place of jurisdiction is Dessau-Roßlau.

24. ANTI-BRIBERY & MODERN SLAVERY

Altro has strict anti-bribery and modern slavery policies. Altro will not engage in bribery, corruption or modern slavery in any form and has a zero tolerance approach to breaches whether it involves private individuals or public officials. A full copy of our policies are available upon request.

25. WRITTEN FORM

Changes, amendments and the cancellation of these Conditions of Sale require the written form to be effective. This also applies to the amendment of this written form clause itself.

For the purpose of processing your order, both Altro Limited and Altro Deutschland GmbH & Co. KG will process your personal data. The information according to Art. 13 EU General Data Protection Regulation (GDPR) on how Altro deals with personal data you can find here <https://www.altro.com.uk/Privacy-policy>. The information on how Altro Deutschland GmbH & Co. KG deals with personal data you can find here [Datenschutz](#).

If you have any questions about how we deal with personal data or you would like a copy of Altro's or Altro Deutschland GmbH & Co. KG's privacy policy, please contact Altro at mydata@altro.com or Altro Deutschland GmbH & Co. KG at datenschutz@altro.de.

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