

General Terms and Conditions of Sale, Delivery and Payment

of LÖWEN ENTERTAINMENT GmbH, Saarlandstraße 240, 55411 Bingen, Germany, as of 08/2024

§ 1 Scope

1.

Deliveries, services and offers of the Seller LÖWEN ENTERTAINMENT GmbH (hereinafter referred to as "Seller") shall be made exclusively based on these General Terms and Conditions ("GTC"). Deviating, supplementary or conflicting conditions shall not be accepted. This shall also apply if the Seller does not expressly object to the inclusion of such conditions. A corresponding objection is already being made.

2.

These GTC apply to consumers according to § 13 of the German Civil Code (*Bürgerliches Gesetzbuch - BGB*) and entrepreneurs according to § 14 of the German Civil Code (*Bürgerliches Gesetzbuch - BGB*), (hereinafter collectively referred to as "[Purchaser](#)", unless otherwise stated).

3.

The offer of the Seller is directed, in the case of natural persons as purchasers, exclusively to persons over 18 (eighteen) years of age.

4.

The version of the GTC valid at the time of the order is placed shall apply, which customers can view at their location or retrieve here:

www.loewen.de/agb/verkauf

5.

The Purchaser agrees to the GTC when placing the order.

§ 2 Offer and conclusion of contract

1.

Unless expressly stated otherwise, the Seller's offers in brochures, on the Seller's websites or elsewhere shall not constitute binding contractual offers, but rather an invitation to customers to place an order. This shall not constitute a Purchase Agreement. A Purchase Agreement between the Customer and the Seller shall only be concluded after express acceptance of the order ("Declaration of Acceptance") or after delivery of the goods - even without prior Declaration of Acceptance. After receipt of the order, the Seller shall hand over or send an order confirmation to the Customer.

2.

The Seller shall save the respective text of the Agreement (the content of the order / order placement as well as these GTC) and send it to the Customer upon request.

3.

The prices stated in the offers and order confirmations of the Seller shall only apply upon acceptance of the quantity offered or confirmed in them.

4.

The information associated with the offer, including possible figures, drawings, weights and dimensions or other technical data or product information, solely describe the subject matter of the Agreement and do not constitute a guarantee of quality.

§ 3 Payment and delivery

1.

The Seller's price quotations shall apply to delivery ex works or ex warehouse. The prices are indicated net, the applicable statutory value-added tax shall be added.

2.

Delivery shall only take place within Germany.

3.

The delivery period stated in the order confirmation, if any, shall be deemed agreed, unless otherwise agreed. If the Seller is unable to meet binding delivery deadlines for reasons for which it is not responsible (non-availability of performance), it shall inform the Purchaser of this without delay and at the same time notify the Purchaser of the expected new delivery deadline. If the service is also not available within the new delivery period, the Seller shall be entitled to withdraw from the contract in whole or in part. The Seller shall immediately refund any consideration already paid by the Purchaser. A non-availability of the service is deemed to exist in particular in the case of force majeure as well as non-timely self-delivery of the Seller by Suppliers. The Purchaser's statutory rights of rescission shall remain unaffected.

§ 4 Transfer of risk

1.

The performance of the Seller shall be ex works or ex warehouse. Loading and shipping shall be uninsured at the risk of the Purchaser. This shall also apply if freight-paid deliveries or transport with the Seller's means of transport have been agreed. In the absence of a special agreement on the method of shipment, the choice of the means of transport shall be at the discretion of the Seller. If the shipment becomes impossible due to no fault of the Seller, in particular due to changes in the Agreement requested after the conclusion of the Agreement or due to the fault of the Purchaser, the risk shall pass to the Purchaser upon notification of readiness for shipment.

2.

Goods reported ready for shipment must be called off immediately. If this does not happen, the Seller shall be entitled to store them at the Purchaser's expense and risk against payment and to invoice them immediately. The goods must be unpacked immediately and inspected for transport damage. Shipments exhibiting damage in transport may not be refused or returned. The damage must be reported to the post office within 24 (twenty-four) hours, to the carrier within 4 (four) days, or otherwise within 7 (seven) days of delivery and confirmed by the carrier.

3.

Paragraphs 1 and 2 of this § 4 shall only apply to entrepreneurs. The statutory provisions apply to consumers.

§ 5 Offsetting, right of retention, default

1.

The Purchaser may only offset claims of the Seller if the counterclaim has been legally established or is undisputed by the Seller. This shall also apply to the assertion of a right of retention, unless the Purchaser is a consumer and the right of retention is based on the same contractual relationship.

2.

If the payment deadline is exceeded, interest shall be charged to entrepreneurs from the date of default at a rate of 8 (eight) percentage points above the respective base interest rate. This shall not affect the assertion of further claims for damages caused by delay. Under the same conditions, a default interest rate of 5 (five) percentage points above the respective base interest rate shall apply for consumers.

3.

The receipt of the goods and the invoice by the Purchaser shall be the decisive factor for the due date of the invoice. Unless the Purchaser is expressly granted a term of payment in the invoice, payment of the purchase price shall be due on the third business day, calculated from the date of receipt of the goods by the Purchaser or its vicarious agents.

§ 6 Retention of title

1.

In the case of agreements with consumers, the Seller shall retain title to the goods until the purchase price has been paid in full.

2.

In the case of agreements with entrepreneurs, the Seller shall retain title to the goods until all claims arising from an ongoing business relationship have been settled in full. The Purchaser shall keep the property of the Seller in safe custody and free of charge.

3.

If the Purchaser is an entrepreneur, the goods may be resold within the ordinary course of business. In this case, the Purchaser hereby assigns to the Seller all claims in the amount of the invoice amount accruing to the Purchaser from the resale. The Seller accepts the assignment, while authorising the Purchaser to collect the claims. The Seller reserves the right to collect claims itself insofar as the Purchaser does not properly meet its payment obligations.

§ 7 Warranty

1.

The statutory provisions shall apply. Additional warranties shall only apply in the event of a separate written agreement.

2.

The inspection and complaint obligations among merchants shall remain unaffected. Merchants shall be obliged to inspect the goods immediately and with due diligence for deviations in quality and quantity and to notify the Seller of any obvious defects within 7 (seven) days from receipt of the goods ("Notice of Defects"). Notices of Defects must be made in writing. Timely dispatch is deemed sufficient to meet the deadline. This also applies to hidden defects detected later from the time of discovery. The assertion of warranty claims shall be excluded in the event of a breach of the inspection and complaint obligation.

3.

If the Purchaser is an entrepreneur, the statutory provisions shall apply with the following modifications:

a. The Seller shall initially provide warranty for defects of the goods at its discretion through rectification of defects or replacement delivery. In the event of rectification of defects, the Seller shall not be obliged to bear the increased costs arising from the transport of the goods to a place other than the place of performance, provided that the transport does not correspond to the intended use of the goods.

b. If the subsequent performance fails twice, the Customer may, at its discretion, demand a reduction in price or withdraw from the Agreement.

c. In case of agreements with entrepreneurs, the warranty period shall be one year from delivery of the goods. Used goods shall be purchased as seen and are excluded from any warranty.

4.

Warranty claims of entrepreneurs as customers shall only be available to them directly against the Seller. Assignment shall be excluded. This shall not apply in the event that the Customer resells the goods to a second purchaser with simultaneous assignment of the warranty claims.

§ 8 Limitation of liability

1.

The Seller shall be liable - regardless of the legal grounds - in the event of intent and gross negligence.

2.

In the event of simple negligence, it shall only be liable for

a. damages arising from injury to life, limb or health as well as

b. for damages arising from the breach of a material contractual obligation (obligation whose fulfilment is a prerequisite for the proper performance of the Agreement and on whose fulfilment the Customer regularly relies and may rely on). In this case, however, the Seller shall only be liable for compensation for the foreseeable, typically occurring damage.

3.

In the case of transactions with entrepreneurs, claims for damages for non-performance due to delay or impossibility shall be limited to a maximum of 10% (ten percent) of that part of the total delivery which cannot be delivered on time or in accordance with the contract as a result of the delay or impossibility, provided there is no intent or gross negligence on the part of the Seller.

4.

The limitations of liability resulting from this § 8 shall not apply insofar as the Seller has fraudulently concealed the defect or has assumed a guarantee of quality within the meaning of § 2 item 5.

5.

The provisions of this § 8 shall apply without prejudice to the Purchaser's claims under the German Product Liability Act.

§ 9 Compliance with Export Control Regulations

1.

The Purchaser hereby acknowledges and confirms that the customer will comply at all times with any national and international applicable law, regulation and sanctions programs (including, but not limited to, <http://www.treasury.gov/resource-center/sanctions/Programs/Pages/Programs.aspx>; ; http://export.gov/ecr/eg_main_023148.asp; <https://www.sanctionsmap.eu/#/main>) governing the export, import, transfer, use or re-export of the purchased item including those countries in which he does business or has business partners.

2.

The Purchaser shall not sell, export or re-export, directly or indirectly, to the Russian Federation and Belarus or for use in the Russian Federation and Belarus any goods supplied under or in connection with this Agreement that fall under the scope of Article 12g of Council Regulation (EU) No 833/2014 Article 8g of Council Regulation (EU) No 765/2006.

3.

The Purchaser shall undertake its best efforts to ensure that the purpose of § 9 item 2 of these GTC is not

frustrated by any third parties further down the commercial chain, including by possible resellers.

4.

The Purchaser shall set up and maintain an appropriate monitoring mechanism to detect conduct by any third parties further down the commercial chain, including by possible resellers, that would frustrate the purpose of § 9 item 2 of these GTC.

5.

Any violation of § 9 of these GTC shall constitute a material breach of an essential element of this Agreement, and the Seller shall be entitled to seek appropriate remedies, including, but not limited to:

a. termination of this Agreement; and

b. Payment of a contractual penalty: The Purchaser shall pay a contractual penalty to be determined by the Seller in its reasonable discretion, to be reviewed by the competent court in the event of a dispute.

6.

The Purchaser agrees to indemnify and hold the Seller harmless from any and all costs, liabilities, penalties, sanctions and fines related to non-compliance with applicable foreign trade laws, export and import laws and regulations.

7.

The Purchaser shall immediately inform the Seller about any problems in applying § 9 item 2, 3 or 4 of these GTC, including any relevant activities by third parties that could frustrate the purpose of § 9 item 2 of these GTC. The Purchaser shall make available to the Seller information concerning compliance with the obligations under § 9 item 2, 3 and 4 of these GTC within two weeks of the simple request of such information.

8.

The Seller shall in any case comply with its duty to notify pursuant to Article 6b of EU Council Regulation No. 833/2014 and to Article 7 of EU Council Regulation No. 765/2006 and provide information that facilitates the implementation of EU Council Regulation No. 833/2014 or EU Council Regulation No. 765/2006 to the competent authority (Federal Office of Economics and Export Control as far as goods and goods-related services are concerned or Bundesbank as far as funds, financial resources or financial assistance are concerned) within two weeks of receipt. The Seller shall cooperate with the competent authority in the process of verification of such information.

§ 10 Place of Jurisdiction and other provisions

1.

These GTC as well as all Purchase Agreements concluded in accordance with these GTC shall be governed by German law excluding the UN Convention on Contracts for the International Sale of Goods.

2.

a. If the Purchaser is a consumer, the statutory provisions on the place of jurisdiction shall apply.

b. If the Purchaser is an entrepreneur, the Seller's place of business shall be the exclusive place of jurisdiction for all disputes arising from or in connection with contracts between the Seller and the Purchaser.

3.

Information in accordance with the German Consumer Dispute Settlement Act [*Verbraucherstreitbeilegungsgesetz*]: There is no obligation and no willingness to participate in a dispute

resolution procedure in front of a consumer arbitration board.

4.

If any provision in these GTC or any provision within the scope of other agreements is or becomes invalid, this shall not affect the validity of all other provisions or agreements. In this case, the Parties shall replace the affected provision with a valid new provision that is as economically equivalent as possible.