

General terms and conditions of business, delivery and payment for Simpson Strong-Tie GmbH

Hereinafter referred to as "Simpson", dated 2017.

Preamble

Amongst other things, Simpson deals in timber ties and miscellaneous other accessories. In addition, further goods typical to this sector are also traded.

These general terms and conditions, hereafter referred to as T&Cs, are applicable to sales of moveable objects to companies for the operation of their commercial business. There are no sales to consumers (consumer goods purchase).

§ 1 General conditions

- 1.1 A company is any natural or legal person or any legal partnership with legal capacity acting in the execution of their autonomous professional or commercial activity in the conclusion of a legal transaction.
- 1.2 All deliveries and services from Simpson are carried out on the basis of these T&Cs and this also applies to future business between the contractual partners. Simpson expressly reserves the right to update these T&Cs and then the most current version of the T&Cs shall apply.
- 1.3 These T&Cs apply exclusively. Regulations that differ from these T&Cs or the general terms and conditions of delivery and business from contractual partners are then only valid if Simpson has confirmed this in writing.
- 1.4 Verbal agreements or explanations from other persons, who are not expressly authorised for this by Simpson, are only valid if they have been confirmed in writing by Simpson.
- 1.5 All obligations and the notification of required information in accordance with the regulations pertaining to distance selling contracts (§§ 312 b ff. BGB [German civil code]) are excluded insofar as this is permitted by the legal regulations of § 312 e section II BGB. Simpson's further information duties that are based on other legal regulations remain unaffected by this.
- 1.6 The characteristics stipulated in the respective performance specification of the goods, define the properties of the delivery items comprehensively and conclusively. This regulation also applies in the same manner for the description of miscellaneous services.

In particular, public statements by Simpson, the manufacturer, their assistants or third parties, e.g. presentations of product characteristics or service descriptions in the public domain, do not contain descriptions of the items to be delivered or services to be performed that supplement or change this performance specification.

- 1.7 The provision of the service from Simpson represents the latest state of accepted technical rules.

§ 2 Offers and conclusion of contract - execution documents

- 2.1 The listed and described products and services do not represent a binding contract from Simpson and are subject to change. Furthermore, these represent a request to the interested customer to submit a binding offer to Simpson for the purchase of the goods. This regulation also applies in the same manner for the provision of miscellaneous services.
- 2.2 The contract regarding the purchase of goods or services comes into being when Simpson sends a written order confirmation to the customer. The order confirmation is generally implemented by Simpson together with the presentation of the invoice. It can be agreed separately between Simpson and the customer that Simpson will accept the offer through electronic confirmation as well as though the sending of an email. This email confirms that the order has been received by Simpson and lists the details for the customer and is considered a written order confirmation.
- 2.3 Simpson accepts no procurement risk for the goods offered. Simpson is entitled to withdraw from the contract insofar as Simpson does not receive the goods to be delivered, despite the prior conclusion of a corresponding purchase contract. The responsibility of Simpson for intent or gross negligence remains unaffected. Simpson will notify the buyer immediately of the lack of timely availability of the delivery item and if they wish to withdraw from the contract, will immediately exercise their right of withdrawal. Simpson will refund the buyer the corresponding payment in the event of a withdrawal.
- 2.4 Technical production changes and changes to the goods, form, characteristics, content, colour and/or weight are expressly reserved within the scope of what could be reasonably acceptable for the customer. This regulation also applies in the same manner for changes in the performance of services that are reasonable for the customer.
- 2.5 Subject to printing errors, typing errors and other mistakes.

§ 3 Prices and payment terms - delays

- 3.1. The respective prices stipulated are net prices in Euro, excluding VAT. The purchase takes place at the respective stipulated and noted place of dispatch. The documented price on the day of the goods being dispatched by Simpson from the respective place of dispatch shall apply. In individual cases, Simpson reserves the right to request a reasonable advance payment. Simpson will be bound by individual offers made to the customer for 60 days insofar as these are listed in the gross price list.
- 3.2. Unless expressly otherwise agreed in writing, the payment for the goods shall be carried out within 30 days of the invoice date without delays. For export sales, the payment is due strictly net, at the point in time of the dispatch or the provision of the goods for collection. Bills of exchange and cheques will only be accepted after individual written agreement and will only be accepted on account of payment. Discount and collection charges shall be paid by the customer.
- 3.3. The statutory regulations shall apply in the event of delay. In the event of there being defects present, the buyer shall not be entitled to retention insofar as this is not in a reasonable relation to the defects and the expected costs for subsequent delivery, subsequent fulfilment or defect rectification. In derogation of this, in the case of services, the customer is not entitled to assert claims and rights against defects in the work if they have not made due payments and the amount due is in reasonable relation to the value of the service with the defects.
- 3.4. In the event of default in payment, Simpson is entitled to charge delayed payment interest at 8 percentage points above the base interest rate of the European Central Bank per calendar year in accordance with § 247 BGB. The buyer is entitled to prove that the damages are not higher than 8 percentage points above the base interest rate. Simpson is entitled to prove that higher damages than cited in clause 1 of this section have been incurred.
- 3.5. The customer is exclusively entitled to offset payments in the event of undisputed counter-claims or legally titled claims.
- 3.6. If the customer fails to carry out their duties, in particular their payment obligations with all due payments from Simpson or if circumstances become known that shed doubt on the customer's ability to pay or their willingness to pay, then Simpson is entitled to demand the immediate payment of all claims currently outstanding, deferred claims and in particular claims against the customer that are not yet due. Furthermore, Simpson is also entitled to demand pre-payment in the case of further business relationships arising.

§ 4 Retention of title

- 4.1 Simpson expressly retains ownership of the goods delivered until full payment has been made. The transfer of ownership occurs only once the amount due has been irrevocably credited to the stipulated business account of Simpson and Simpson has unrestricted access to this.
- 4.2 Simpson expressly reserves title to the delivered goods until all of the payables arising from the on-going business relationship have been settled in full.
- 4.3 If the reserved goods are mixed or combined with other and/or external goods by the customer, the legal regulations of §§ 947 and 948 BGB shall apply.
- 4.4 The customer is entitled to resell the reserved goods within the scope of an orderly commercial transaction, subject to their own retention of title. The customer is not permitted to carry out other disposals, in particular they are not entitled to sell the goods on as security or to pledge their ownership.
- 4.5 As soon as the order is placed and the goods received, the customer surrenders to Simpson all of their claims against their own customers arising from the reserved goods being sold, including all secondary claims for securing the payment claims from Simpson. At the request of Simpson, the customer shall notify their customers and/or third parties of this surrendering and shall provide Simpson with all information and all documentation that Simpson requires to assert their claim in their own name.
- 4.6 If the securities assigned to Simpson for their claims against the customer exceed the value of the goods by more than the permissible extent, Simpson is obligated to release securities at their discretion, upon the customer's request.
- 4.7 The customer shall inform third parties of the retention of title immediately, if pledges or seizures of the reserved goods are threatened or implemented. Furthermore, the customer shall immediately inform Simpson of any such procedure and issue all necessary documentation to prevent the seizure or to enforce the assertion of the ownership rights.
- 4.8 The customer is obliged to insure the reserved goods adequately against fire, water, breakages and theft, for the duration of the retention of title and to provide suitable verification for this. Simpson reserves the right to insure the reserved goods at their own expense.

- 4.9 In the event of payment arrears, cessation of payment or insolvency application on the part of the customer or a creditor, Simpson is entitled to take back the reserved goods without prejudice to any of Simpson's other rights. The possible proceeds of resale will be credited to the customer, less all costs and expenditure arising in this context, which shall not exceed 20% of the proceeds of the sale without separate verification. Any surplus will be paid out to the customer. The taking back of the reserved goods expressly does not constitute a withdrawal from the contract unless this has been declared by Simpson at the time.

§ 5 Shipping conditions and delivery deadlines - commission business

- 5.1 The prices are based on the respective current price list. The written order confirmation from Simpson is the controlling document for the type and scope of deliverables and services. Brochures, drawings, dimensions and weight information are non-binding insofar as these have not been stipulated in the written order confirmation.
- 5.2 For shipping within and outside the area of the Federal Republic of Germany the costs arising for the shipping by a parcel service or freight forwarding agent from the Simpson facility will be charged at cost by Simpson insofar as the respective minimum order amount for free shipping has not been reached. Information for this can be requested during the ordering process. Changes to this can be implemented through individual contractual agreements.
- 5.3 Simpson is entitled to carry out partial deliveries insofar as they are reasonable for the customer. The costs for the subsequent delivery shall be borne by the customer in this case.
- 5.4 The delivery of the goods ordered or the provision of the services is generally implemented within 10-14 working days. Delivery deadlines require express written agreement. In some cases the delivery time is dependent on local and temporary conditions and so Simpson is not able to accept any obligation or liability for this. Deliveries are carried out with the necessary care of a prudent and diligent business person in legal business relations.
- 5.5 The risk of accidental loss transfers to the customer as soon as the goods are handed over to the person carrying out the transportation or as soon as they have left the sphere of influence of Simpson for the purposes of shipping. If the shipping becomes impossible through no fault of the seller, then the risk transfers to the buyer with the notification that the goods are ready for shipping.
- 5.6 Damage to the packaging and/or the goods ordered caused by the shipping and that should be readily detected and without a detailed inspection of the delivery, should be reported to the person carrying out the transportation by the customer before acceptance of the delivery. This report should also be passed on to Simpson within a reasonable period of time after the acceptance of the delivery.

In doing so, the customer is obligated to report any material defects and defects of title to Simpson in writing within a reasonable period of time. The defect reports must be provided with as much detail as the customer is able to supply. The customer shall raise a complaint regarding the defect with Simpson immediately and this shall be effected without delay (§ 377 HGB [German commercial code]). The statutory regulations shall apply in the event of the defect report not being submitted immediately.

- 5.7 Simpson is not responsible for defects in the delivery procured from third parties and forwarded to the customer unchanged. The responsibility of Simpson for intent or gross negligence remains unaffected by this.
- 5.8 If the deliveries are shipped more than 2 weeks after the agreed delivery deadline at the request of the customer or if no exact delivery deadline was agreed and the shipping is delayed at the request of the customer after Simpson notifies the customer that the deliveries are ready for shipping, Simpson is entitled to charge a flat rate storage fee for each month (pro rata for partial months) in the amount of 1% of the price of the delivery item but max. EUR 50. The buyer is entitled to verify no costs were incurred by Simpson or that they were incurred at significantly lower amount. Simpson is entitled to prove that higher costs have been incurred.
- 5.9 The customer is permitted to sell the commission goods only for cash payment. Simpson shall be notified of the sale and the purchase price transferred within 5 calendar days. The customer retains the monies collected from the sale of the commission goods as a fiduciary for Simpson.
- 5.10 The customer has no right of seizure and retention with regard to Simpson for commission goods. The customer is obligated to adequately insure all of the commission goods received and to provide the proof of insurance to Simpson upon request. Simpson is entitled to insure the commission goods in their own name.
- 5.11 Returns: As a matter of principle we can only accept returned goods after prior written agreement, whereby contract production goods are excluded from being returned. If the goods and packaging are in flawless condition, a credit note will be issued under the following conditions:
- Undamaged Simpson goods, in original packaging and in complete packaging units. The amount of the refund issued depends on the date of the invoice.
- More than 4 years: 50% / 4 years: 60% / 2 - 3 years: 70% / Previous year + current year: 80% of the respective, original, net purchase value.
- The costs of the return shall be borne by the sender. The products must be listed in the current price list. Products with current EAN codes must be returned as EAN-coded products. Full packaging units, no opened packaging units An invoice copy of the original order must accompany each item.

§ 6 Material defects and warranty

- 6.1 In the event of defects in the goods, Simpson reserves the right to provide the warranty service first by rectifying the defect or by means of substitute delivery, at their discretion. If the customer demands that the defect be rectified, then the rectification of the defect shall only be deemed to have failed after the second unsuccessful attempt. In the event of the subsequent fulfilment failing, the customer is entitled to their choice of a discount in the purchase price or to withdraw from the contract. This does not impact the customer's right to demand compensation from Simpson in place of the service in accordance with legal provisions.
- 6.2 Customer's defect claims do not apply if there is only a minor deviation from the agreed nature of the goods or only a minor impairment of usability of the subjects delivered.
- 6.3 In addition to the material defects and warranty rights described here and the statutory rights, extended manufacturer's guarantees may also apply in individual cases. These will be described separately and communicated in the case of the applicable products or services.

§ 7 Liability and liability limitation

- 7.1 Simpson's liability in cases of intent or gross negligence on the part of Simpson or a representative or vicarious agent is limited only to foreseeable damage typical of the contract concerned if the delivered item causes damage to the customer's legal property, e.g. other items. Simpson is otherwise liable only in accordance with the product liability laws and as a result of injuries to life, body or health as well as culpable breach of essential contractual duties. The claim for compensation for the infringement of essential contractual obligation is however limited to the contract-typical, foreseeable damage. The liability for damage by the delivered item to the customer's legal property, e.g. to other items, is however completely excluded. The regulations of clauses 3 and 4 of this section do not apply in the case of malicious intent or gross negligence and insofar as it does not involve injury to life, body or health. This regulation covers damages together with performance and damages in the place of performance for any legal reason whatsoever, in particular for defects, breaches of obligations under the contractual obligation or for unlawful acts. It also applies to claims for reimbursement for futile expenditure. However, the liability for delay is determined in accordance with section 7.3 and the liability for impossibility in accordance with section 7.5. No change of the burden of proof to the disadvantage of the customer is associated with the preceding regulations.

- 7.2 In the event of delays in performance in cases of intent or gross negligence on the part of Simpson or a representative or vicarious agent, Simpson shall be liable in accordance with the statutory regulations. In other case of the delay of the performance, the liability of Simpson for damages in addition to the performance shall be limited to 5% and for the damages instead of the performance to 5% of the value of the delivery. Further claims of the customer are also excluded after expiry of a deadline for performance set by Simpson. The above limit shall not apply in the case of liability owing to the injury to life, the body or the health. No change of the burden of proof to the disadvantage of the customer is associated with the preceding regulations.
- 7.3 In cases of force majeure, the delivery deadlines and periods shall be extended in accordance with the duration of the event.
- 7.4 Insofar as the delivery is impossible, the customer is entitled to demand damages in accordance with statutory provisions. However, the customer's claim to compensation in addition to or instead of the service and to reimbursement of fruitless expenditures is limited to 10% of the value of the portion of the delivery that cannot be used due to impossibility. Further claims by the customer on the grounds of the impossibility of delivery are excluded. This restriction does not apply in cases of malicious intent or gross negligence or as a result of injury to life, body or health. The right of the customer to withdraw from the contract remains unaffected. No change of the burden of proof to the disadvantage of the customer is associated with the preceding regulations.

§ 8 Right of withdrawal

- 8.1 The customer can only withdraw from the contract in accordance with legal provisions if Simpson is responsible for the breach of duty. If there are breaches, and after being requested by Simpson, the customer must explain within a reasonable time whether they will withdraw because of the breach of the contract or insist on delivery. However, in cases of defects, the statutory provisions and the regulations in § 6 of these T&Cs remain. Simpson reserves the right to withdraw from the contract without notice in the event of default in payment or the additional cases cited in point 3.6.

§ 9 Period of Limitation

- 9.1 For the period of limitation, the statutory provisions for the purchase of consumer goods shall apply insofar as no contradictory statements are agreed in the following regulations.
- 9.2 Insofar as the delivered subject is a used product, the period of limitation for claims for damages due to defects, for whatever legal reason, shall be six months, for other claims and rights owing to defects, one year.

- 9.3 Insofar as the delivered subject is a new product, the period of limitation for claims for damages due to defects, for whatever legal reason, shall be one year.
- 9.4 The periods of limitation cited in points 9.2 and 9.3 shall also apply for other claims for damages against Simpson, regardless of their legal basis. They also apply insofar as the claims are not associated with a defect.
- 9.5 The above periods of limitation apply with the following provisions:
- a) In general, the limitation periods do not apply in cases of intent.
 - b) The periods of limitation cited in points 9.2 and 9.3 also do not apply in cases where Simpson has fraudulently concealed the defect or where Simpson has granted a guarantee for the characteristics of the delivery item.
 - c) Furthermore, the limitation periods do not apply for damage claims in the event of injury to life, the body, health or freedom, for claims in accordance with the product liability law, for a grossly negligent breach of duties or a culpable violation of fundamental contractual obligations.
- 9.6 In all cases of claims for damages, the period of limitation starts with the dispatch.
- 9.7 Wherever this provision mentions compensation claims, this shall also include claims for reimbursement of fruitless expenditure.
- 9.8 Unless expressly agreed otherwise, the statutory provisions on the start of the period of limitations, suspension of the expiry of the limitation periods, suspension and recommencement of the limitation periods remain unaffected. No change of the burden of proof to the disadvantage of the customer is associated with the preceding regulations.

§ 10 Complaints

- 10.1 The customer is obligated to check the goods immediately after delivery as part of the normal course of business and to notify Simpson in writing immediately of any defects found. If no such report is made, the goods shall be deemed to have been approved unless the defect was not discernible upon inspection.
- 10.2 If such a defect arises at a later point in time, this must be reported to Simpson immediately after discovery and at the latest within one week. If no such report is made, the goods shall be deemed to have been accepted even in consideration of this defect.

- 10.3 In the case of complaints, Simpson must be provided with all documentation associated with the order as otherwise an immediate checking and processing of the notice of defects cannot be guaranteed.
- 10.4 If during configuration or a similar procedure or in the event of change requests, the customer does not provide concrete information about the nature, scope, brand or type of the new parts, Simpson will define these characteristics at their own reasonable discretion whilst taking into account generally accepted engineering rules and within the scope of what could be reasonably acceptable for the customer.
- 10.5 Deliveries with up to 5% excess quantities or shortages shall not constitute grounds for complaint. The delivered quantity, including the samples manufactured, will be invoiced.

§ 11 Data protection

- 11.1 Personal data will be saved by Simpson, insofar as this saving is necessary and essential for the contractual relationship and for the processing of the order. Furthermore, Simpson undertakes to comply with all legal provisions pertaining to data protection, in particular BDSG (German federal data protection act), TDSV (German ordinance on data protection in the telecommunications industry), TDDSG (German tele-services data protection act), the Hessian data protection act etc. Simpson further undertakes to compel their employees and other vicarious agents to comply with these regulations. With the acceptance of the T&Cs, the customer agrees that Simpson is permitted to collect their personal data, process, use and save it within the scope of the contractual relationship. Furthermore, the customer permits Simpson to use their data for advertising purposes. The customer is entitled to withdraw this consent at any time with immediate effect for the future. In this case Simpson is obligated to immediately delete all of the customer's collected data. This does not apply if an order process has not yet been completed. In this case, the deletion of the data is implemented immediately after the process is complete. Further to this, the provisions of any data protection declaration from Simpson shall also apply.

§ 12 Final provisions

- 12.1 Should any individual provision of these T&Cs be or become unworkable or contain a loophole, this shall not affect the effectiveness of the remaining regulations. Unworkable regulations and missing regulations shall be replaced or supplemented with regulations that correspond to the commercial or legal intent of the regulations of the contractual parties. This also applies in the event that this regulation should become unworkable.
- 12.2 The law of the Federal Republic of Germany applies with the express exclusion of the UN Sales Convention. The place of jurisdiction is Friedberg (Hesse).