

# **General Terms and Conditions (GTC)**

## **of Sionic Smart Glass GmbH**

**As of: November 2025**

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### **Preamble**

These General Terms and Conditions (GTC) serve as the legal basis for all current and future business relationships between Sionic Smart Glass GmbH (hereinafter "Sionic") and its customers. They are specifically designed for business transactions with entrepreneurs.

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### **§ 1 Scope and Defensive Clause**

(1) These GTC apply exclusively to contracts with entrepreneurs within the meaning of § 14 of the German Civil Code (BGB), legal entities under public law, or special funds under public law (hereinafter "Customer"). They are an integral part of all contracts for the sale and delivery of goods as well as for the provision of work and assembly services by Sionic.

(2) Any conflicting, deviating, or supplementary general terms and conditions of the Customer shall not become part of the contract unless Sionic expressly agrees to their validity in writing. This consent requirement applies in any case, for example, even if Sionic carries out the delivery to the Customer without reservation in the knowledge of the Customer's GTC.

(3) These GTC in their respective version shall also apply as a framework agreement for future contracts with the same Customer without Sionic having to refer to them again in each individual case.

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## **§ 2 Offer and Conclusion of Contract**

(1) Offers from Sionic are subject to change and non-binding. This also applies if Sionic has provided the Customer with technical documentation (e.g., drawings, plans, calculations), other product descriptions, or documents – also in electronic form.

(2) The order of the goods or services by the Customer is considered a binding contract offer. The contract is only concluded upon Sionic's written order confirmation or by the execution of the delivery or service.

(3) The concluded contract, including these GTC, is solely decisive for the legal relationship between Sionic and the Customer. Oral side agreements have not been made. Amendments and modifications to the agreements made require the written form to be effective.

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## **§ 3 Prices and Payment Conditions**

(1) Unless otherwise agreed in individual cases, the current prices of Sionic at the time of the conclusion of the contract shall apply, plus the statutory value-added tax.

(2) The prices are ex works (EXW Incoterms 2020) and do not include packaging, freight, postage, insurance, and other shipping costs.

(3) Invoices are due for payment without deduction within 14 days of the invoice date. The date of receipt of payment by Sionic is decisive for the timeliness of the payment.

(4) The Customer is in default upon expiry of the aforementioned payment period. During the default, the purchase price shall be subject to interest at the applicable statutory default interest rate. The assertion of further damage caused by default remains reserved.

(5) The Customer is only entitled to set-off or retention rights if its counterclaims are legally established, undisputed, or recognized by Sionic.

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## **§ 4 Delivery, Transfer of Risk, and Default**

(1) Delivery is ex works, which is also the place of performance for the delivery and any subsequent performance. At the Customer's request and expense, the goods will be shipped to another destination (sale by dispatch).

(2) The risk of accidental loss and accidental deterioration of the goods shall pass to the Customer at the latest upon handover to the forwarding agent, the carrier, or the person otherwise designated to carry out the shipment.

(3) Deadlines and dates for deliveries and services promised by Sionic are always only approximate unless a fixed deadline or a fixed date has been expressly promised or agreed.

(4) Sionic is entitled to make partial deliveries if the partial delivery is usable for the Customer within the scope of the contractual purpose, the delivery of the remaining ordered goods is ensured, and the Customer does not incur any significant additional effort or additional costs as a result.

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## **§ 5 Retention of Title**

(1) Sionic retains title to the delivered goods until full payment of all current and future claims arising from the purchase contract and an ongoing business relationship (secured claims).

(2) The Customer is authorized 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 (extended retention of title):

a) The Customer hereby assigns to Sionic in full or in the amount of Sionic's co-ownership share, as security, the claims against third parties arising from the resale of the goods or the product.

b) The Customer remains authorized to collect the claim in addition to Sionic. Sionic undertakes not to collect the claim as long as the Customer meets its payment obligations, is not in default of payment, and no application for the opening of insolvency proceedings has been filed.

(3) Sionic must be notified immediately in writing of any seizures or other interventions by third parties.

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## **§ 6 Warranty and Notice of Defects**

(1) The statutory provisions shall apply to the Customer's rights in the event of material defects and defects of title, unless otherwise stipulated below. The basis of the liability for defects is primarily the agreement reached on the quality of the goods.

(2) The Customer's warranty claims presuppose that he has complied with his statutory inspection and notification obligations (§ 377 of the German Commercial Code - HGB). If a defect becomes apparent upon delivery, inspection, or at any later time, Sionic must be notified thereof in writing without delay, but no later than within 5 working days of discovery.

(3) If the delivered item is defective, Sionic may first choose whether to provide subsequent performance by remedying the defect (rectification) or by delivering a defect-free item (replacement delivery).

(4) The general limitation period for claims arising from material defects and defects of title is one year from delivery. This does not apply to construction products in accordance with § 6a.

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## **§ 6a Special Provisions for Construction Products**

### **(1) Scope of Application**

These special provisions apply to all contracts for the supply of products intended for permanent installation in buildings (construction products), in particular for insulating glass units and functional films for permanent attachment to buildings.

### **(2) Quality, Declaration of Performance, and CE Marking**

The agreed quality of our construction products is conclusively defined by the respective product description and the Declaration of Performance (DoP) provided by us in accordance with the Construction Products Regulation (EU) No. 305/2011. The CE marking is affixed to the product or on the packaging. The Customer is obliged to check the suitability of the product for the intended use on his own responsibility.

### **(3) Warranty for Construction Products**

Notwithstanding § 6 (4), the warranty period for defects in construction products is five years from delivery, provided that the product has been used for a building in accordance with its usual purpose and has caused its defectiveness.

#### **(4) Removal and Installation Costs (Recourse)**

Should we be obliged to provide subsequent performance due to a defect in the delivered construction product for which we are responsible, our obligation also includes the reimbursement of the necessary expenses for the removal of the defective product and the installation or attachment of the rectified or delivered defect-free construction product ("removal and installation costs"). This claim is limited in amount to twice the value of the defective product, unless we are guilty of intent or gross negligence. Further claims, in particular under § 445a of the German Civil Code (BGB) (supplier's recourse), remain unaffected.

#### **(5) Inspection and Notification Obligation**

Notwithstanding the longer warranty period, the commercial inspection and notification obligation pursuant to § 377 of the German Commercial Code (HGB) remains unaffected. We must be notified of defects in writing immediately after their discovery.

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### **§ 7 Special Conditions for Assembly Services**

(1) If Sionic also undertakes the assembly of the goods in addition to the delivery, the provisions of this paragraph shall apply. This is a contract for work and services, to which the provisions of the German Civil Code (BGB) apply in addition.

(2) The Customer shall, at his own expense, provide all cooperation required for the assembly. This includes in particular:

- a) Ensuring free access to the assembly site.
- b) The provision of clean, dry glass surfaces suitable for film installation.
- c) The provision of electricity, water, and, if necessary, scaffolding.

(3) Upon completion of the assembly, a formal acceptance shall be carried out by the contracting parties. A protocol shall be drawn up on the acceptance, which must be signed by both parties. Acceptance shall be deemed to have taken place if the

Customer does not accept the service within a reasonable period set by Sionic, although he is obliged to do so.

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## **§ 8 Liability**

(1) Unless otherwise stipulated in these GTC, Sionic shall be liable for any breach of contractual and non-contractual obligations in accordance with the statutory provisions.

(2) Sionic shall be liable for damages – for whatever legal reason – within the scope of fault-based liability in cases of intent and gross negligence. In cases of simple negligence, Sionic shall only be liable:

a) for damages resulting from injury to life, body, or health,

b) for damages resulting from the breach of an essential contractual obligation (cardinal obligation). In this case, however, liability is limited to the replacement of the foreseeable, typically occurring damage.

(3) The limitations of liability resulting from para. 2 shall not apply if Sionic has fraudulently concealed a defect or has assumed a guarantee for the quality of the goods.

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## **§ 9 Final Provisions**

(1) The place of performance and exclusive place of jurisdiction for all disputes arising from this contract is Dortmund, provided the Customer is a merchant within the meaning of the German Commercial Code (HGB).

(2) These GTC and the contractual relationship between Sionic and the Customer shall be governed by the law of the Federal Republic of Germany, to the exclusion of the UN Convention on Contracts for the International Sale of Goods (CISG).

(3) Should a provision in these terms and conditions or a provision in the context of other agreements be or become invalid, this shall not affect the validity of all other provisions or agreements (severability clause).

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**Dortmund, November 21, 2025**

**Sionic Smart Glass GmbH**

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