General terms and conditions of SPATO GmbH represented by the managing director Mr. Oliver L Schellberger Weg 34, 42659 Solingen Email: info@spato.de VAT ID: DE346441844 Commercial resistance

Commercial register of the Wuppertal district court Commercial register number HRB 32131. hereinafter referred to as SPATO.

- § 1 General, definitions
  (1) SPATO offers entrepreneurs within the meaning of Paragraph 2 of these General Terms and Conditions in particular swimming pools and pools along with accessories. The general terms and conditions apply in their respective version.
  (2) Customers within the meaning of these General Terms and Conditions are exclusively entrepreneur and these General Terms and Conditions only apply if the customer is an entrepreneur (§ 14 BGB). SPATO sells and delivers goods exclusively to entrepreneurs (§ 14 BGB).
  SPATO sells and delivers goods exclusively to entrepreneurs (§ 18 BGB).
  (3) Individual contractual agreements take precedence over these General Terms and Conditions. Differing, conflicting or supplementary terms and conditions also apply if SPATO carries out the delivery to the customer without reservation despite being aware of the customer's conditions that conflict with or deviate from these terms and conditions.

- § 2 Registration
  (1) For orders, prior registration as a customer is required. This can only be done via the SPATO website
  at www.spato.de, by email or on site at SPATO.
  (2) Only entrepreneurs are entitled to register. Proof must be provided by submitting a business

- § 3 Conclusion of contract (1) SPATO's offers are always subject to change and non-binding, unless the offer states otherwise. Due to the technical display options, the ordered goods may differ slightly, within reason, from the goods shown on the Internet, catalogs or other product descriptions; in particular, there may be color
- differences.
  (2) The customer can order via the SPATO website, by email, by telephone or on site in the SPATO store. The customer's order represents a binding offer to conclude a purchase contract for the order
- store. The cusumers a violation to produce a production of the section 4 of these General Terms and Conditions applies or something else has been agreed between the parties, the ordering process is as follows:
- (a) Onlines occurs or which the parties, the ordering process is as follows:

  (a) Online booking
  To order goods, the customer must put the desired items in the shopping cart. The customer will see the item(s) they selected in the shopping cart. In this shopping cart overview, the customer can change the desired quantity of the respective term in the 'Quantity' field or delete it by pressing the 'X' field. The customer can continue their ordering process by clicking the 'Continue to checkout' button. The customer can stower that the address details and an email address. He can then select the desired payment method. The customer can also view the general terms and conditions here. By ticking the relevant input field, the customer confirms that he has read the right of cancellation, the model cancellation form and the data protection declaration and that he accepts the general terms and conditions. An overview of the order then follows. The order can then be completed by clicking the 'Order for a fee' button.

  Input errors: Entries during the ordering process can be corrected at any time by the customer using the 'Back' button marked with a green arrow pointing to the left in their browser and then making the 'Back' button marked with a green arrow pointing to the left in their browser and then making the 'Back' button marked with a green arrow pointing to the left in their browser and then making the 'Back' button marked with a green arrow pointing to the left in their browser and then making the 'Back' button marked with a green arrow pointing to the left in their browser and then making the 'Back' button marked with a green arrow pointing to the left in their browser and then making the 'Back' button marked with a green arrow pointing to the left in their browser and then making the 'Back' button marked with a green arrow pointing to the left in their browser and then making the 'Back' button.
- "Back" button marked with a green arrow pointing to the left in their browser and then making the appropriate change. You can also edit the data entered during the ordering process using the "Back" function in your Internet browser. You can cancel the entire ordering process at any time by closing your internet browser.

- Internet browser.

  The purchase contract is concluded a) by sending a separate email with an order confirmation or b) with the delivery of the goods or o) if the customer is asked to pay by SPATO after placing his order, whereby if several alternatives arise, the earlier one is decisive for the conclusion of the contract.

  SPATO will immediately confirm receipt of the booking/order to the customer by email.

  (b) Order by email or telephone

  Upon request from the customer, SPATO will make a corresponding offer to the customer. This does not constitute an offer in the legal sense, but rather merely an invitation to the customer to make an offer in
- the legal sense.

  The order by the customer represents a binding offer to conclude a corresponding contract. SPATO can accept this within a period of 5 days.

  (c) Ordering in store

  The customer can also place an order directly on site at the SPATO store.

  In this case, the contract for the purchase of the ordered goods is concluded directly when the order is cleaned.

- In this case, the contract to are promoted on the stress of the contract is concluded with the reservation that it will not be performed in the event of incorrect delivery. This only applies in the event that SPATO is not responsible for the non-delivery and has concluded a specific cover transaction with the supplier with due care. SPATO will make all reasonable efforts to procure the goods. Otherwise, the consideration will be refunded immediately. If the goods are not available, the customer will be informed immediately.
- (5) If the customer orders the goods electronically, the contract text will be saved by the seller and sent to the customer, together with the legally valid terms and conditions, by email after the contract has been
- concluded.

  (6) Return conditions for entrepreneurs (B2B)
  Are you an entrepreneur and not a consumer within the meaning of §13 BGB? It is then possible for us to take back goods as a gesture of goodwill under the following conditions. Please ask us about the return beforehand.
- to take back goods as a gesture of goodwill under the following conditions. Please ask us about the return beforehand.

  Merchandise return/restocking fee

  I. If we voluntarily take back goods from the customer, the following applies: Only goods in a proper, salable condition that are not custom-made or ordered can be taken back. If the goods are returned, the customer will receive a refund in the amount of the value of the goods, less a restocking fee. The refunc will not be paid out in cash, but will only be offset against future purchases or orders. We are entitled to set off any refund amounts without restriction.

  2. The restocking fee is a flat rate of 17.5% of the value of the goods taken back per item, unless a different value is agreed upon when the goods are taken back.

  (7) Termination of current orders/order confirmations/contracts if current orders/order confirmations/contracts if current orders/order confirmations/contracts are terminated by the buyer, SPATO is entitled to charge the buyer an expense allowance. The expense allowance will be charged to the buyer at least 20% of the order volume. If costs are higher, they will be charged to the buyer in full.

  If the buyer has made a down payment, SPATO is entitled to offset this against the expense allowance and, if necessary, to recalculate it.

- § 4 Conclusion of contract for custom-made products
  (1) Upon request from the customer, SPATO will send the customer a binding offer for custom-made products. The customer can accept this within 5 working days by sending a corresponding signed order products: The Cascumer can assess as a summer can assess of the confirmation.

  (2) Cost estimates are always non-binding.

  (3) The offer calculations are based on the values of the inquiry or the information provided by the

- customer.

  The customer is obliged to provide the measurements and other data relevant to the custom product. SPATO will include this in its offer. By signing the order confirmation, the customer
- (1) SPATO reserves ownership of the goods until all claims from an ongoing business relationship have been settled in full.
- been settled in full.
  (2) If the customer behaves in breach of contract, in particular if payment is delayed, if the custom provides false information about his creditivorthiness or if an application is made to open insolven proceedings, SPATO is entitled if necessary after setting a deadline to withdraw from the control demand the return of the goods, provided that the customer has not yet provided the considerable.
- has not provided it in full.

  (3) The customer is entitled to resell the goods in the ordinary course of business. He now agrees to SPATO all claims in accordance with. H.d. the invoice amount that accures to him through the resale to a third party. SPATO accepts the assignment. After the assignment, the customer is authorized to collect the claim. SPATO reserves the right to collect the claim itself as soon as the customer does not properly meet his payment obligations and defaults on payment.

  (4) SPATO undertakes to release the securities to which it is entitled at the customer's request to the
- extent that the realizable value of the securities exceeds the claim to be secured by more than 10%. SPATO is responsible for selecting the securities to be released.

- § 5 Retention of title
  (3) The customer only has the right to offset if his counterclaims have been legally established, recognized or not disputed by SPATO. The customer's right to offset contractual and other claims aris from the initiation or implementation of this contractual relationship remains unaffected. The customer can only exercise a right of retention if his counterclaim is based on the same contractual relationship.
  § 7 Payment options and Payment terms
  (1) The payment options available to the customer are shown to the customer in the respective offer (3) Further information about the payment methods can be found in the data protection declaration on the SPATO website.
- (4) If the goods have not been paid for within the agreed payment terms, the customer is in default without the need for a reminder. In this case, he has to pay default interest of 10% above the applicable base interest rate (§§ 288 Para. 2 BGB). Any reminder costs incurred are borne by the customer. If it can be proven that there is higher damage caused by the delay, this can also be claimed.

The buyer is only entitled to withhold payment or to set off any counterclaims if these have been acknowledged by us in writing or legally established. The buyer has no right to regard and demand payment terms as customary law. SPATO can freely choose the payment terms depending on the customer's creditworthiness and can also change them during an existing and ongoing order if the creditworthiness or trust relationship with the buyer deteriorates.

The stated price is binding. Unless otherwise stated in the respective offer, prices are in EURO plus (1) I he stated price is binding. Unless otherwise stated in the respective offer, prices are in EURO plus VAT. Any additional shipping costs that may arise during shipping are shown in the respective offer. (2) The customer undertakes to pay the total price within 14 days of receiving the order confirmation by email or the invoice. After the deadline, the customer is in default of payment. During the default, the customer owes the money i. H.v. Interest is 9 percentage points above the base interest rate. If he is late with a payment claim, he also were a flat rate payment of 40 euros. This also applies if the entrepreneur is in arrears with an installment payment or other installment payment. SPATO reserves the right to claim higher damages from the customer. The flat rate according to sentence 4 will be offset against any claim for damages owed if the damage is based on legal costs.

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  (5) Payment Terms

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- acknowledged by us in writing or legally established. The buyer has no right to regard and demand payment terms as customary law. SPATO can freely choose the payment terms depending on the customer's creditworthiness and can also change them during an existing and ongoing order if the creditworthiness or trust relationship with the buyer deteriorates.

§ 8 Delivery (shipping or provision)
(1) SPATO delivers exclusively to the countries specified in the respective offer. (2) The delivery period is stated in the respective offer.
(3) The delivery period begins one day after the payment order was made one day after ordering
Whereby if several alternatives occur, the earlier one is decisive for determining the delivery period.
(4) If the start or end of the deadline falls on a Saturday, Sunday or a public holiday, the start or end of

(4) If the start or end of the deadline falls on a Saturday, Sunday or a public holiday, the start or end of the deadline is postponed to the following working day.

(5) If digital products (Section 327 Paragraph 1 BGB) have to be made available, the provisions of Section 7 Paragraphs 2-4 apply accordingly for the period until they are made available.

(6) With regard to the reservation of proper self-delivery, SPATO refers to Section 2 Paragraph 4 of these General Terms and Conditions.

(7) SPATO is entitled to make partial deliveries if a partial delivery is reasonable for the customer, taking into account his interests. This has no influence on the content of the contract, in particular on the service owed by the seller or on the agreed service time. The customer does not incur any additional costs as a result of the partial delivery.

- § 9 Transfer of risk
  (1) The risk of accidental loss and accidental deterioration of the goods passes to the customer upon handover, or in the case of a mail order purchase, upon delivery of the goods to the freight forwarder, the freight carrier or the person or institution otherwise designated to carry out the shipment.
  (3) The handover is deemed to be the same if the customer is in default with acceptance.

- § 10 Warranty
  (1) The customer is entitled to a statutory warranty right, which is modified in accordance with Sections
  10 and 11 of these General Terms and Conditions.
  (2) Ordered goods may differ slightly in color from the goods shown on the Internet. Reference is made
  to Section 3 Paragraph 1 of these General Terms and Conditions.
  (3) SPATO initially guarantees defects in the goods through repair or replacement delivery at its
  discretion.
- discretion.

  (4) Customers must notify SPATO of obvious defects in the delivered goods within a period of 2 weeks from receipt of the goods; Otherwise the assertion of warranty claims is excluded. To meet the deadline timely dispatch or notification is sufficient. Section 377 of the German Commercial Code (HGB) applies
- timely dispatch or notification is sufficient. Section 377 of the German Commercial Code (HGB) applies to merchants.

  (5) As a general rule, only the product description from SPATO is deemed to be agreed as to the quality of the goods. Public statements, praise or advertising by the manufacturer do not represent the contractual quality of the goods.

  (6) The limitation period is 1 year from delivery. Deviating from this, the statutory regulation applies in the following cases: if the seller can be accused of gross negligence, if the seller has fraudulently concealed a defect, in the case of physical injury or damage to health attributable to the seller and in the event of loss of life of the entrepreneur, in the event of a Guarantee as well as in the case of delivery recourse according to § 327 u BGB. The seller's liability under the Product Llability Act remains unaffected by this.

  (8) SPATO does not provide the customer with any guarantees in the legal sense, unless expressly agreed otherwise. Manufacturer guarantees remain unaffected.

  (9) Complaint before replacement delivery Advance replacement delivery is always an accommodating and non-binding way of processing complaints by SPATO GmbH. If it is the case that an advance replacement eliveries are always charged. As soon as the goods in question have been returned at the buyer's expense and checked, objective processing can take place.

  Any credits will never be paid out; the refund will not be paid out in cash, but will only be offset against future purchases or orders. We are entitled to set off any refund amounts without restriction. If the extention is a set of the paid out in the processing can be a paid out; the refund will not be paid out in cash, but will only be offset against future purchases or orders. We are entitled to set off any refund amounts without restriction. If the

- future purchases or orders. We are entitled to set off any refund amounts without restriction. If the customer is at fault, repairs to the goods complained about and expenses may be charged to the buyer

- § 11 Limitations of liability
  (1) In the case of slightly negligent breaches of duty, liability is limited to the average damage that is foreseeable and typical for the contract, depending on the type of goods. This also applies to slightly negligent breaches of duty by SPATO's legal representatives or vicarious agents. SPATO is not liable for slightly negligent violations of insignificant contractual obligations. However, he is liable for the violation of the customer's essential contractual legal positions are those that the contract must grant to the customer based on the content and purpose of the contract. SPATO is also liable for the breach of obligations, the fulfillment of which enables the proper execution of the contract and on whose compliance the customer can rely.

  (2) The above limitations of liability do not affect customer claims arising from guarantees and/or product liability. Furthermore, the limitations of liability do not apply in the event of fraud, breach of essential contractual obligations or physical injury or damage to health attributable to SPATO or loss of life of the customer.
- customer.

  (3) SPATO is only liable for its own content on the website of its online shop. To the extent that links enable access to other websites, SPATO is not responsible for the external content contained there. He makes the strange contents not own. If SPATO becomes aware of illegal content on external websites, it will immediately block access to these sites.

- § 12 Final provisions, dispute resolution (1) The law of the Federal Republic of Germany applies. The provisions of the UN Convention on Contracts for the International Sale of Goods do not apply. Section 21 Paragraph 1, 3 Sentence 5.2 TDSG remains unaffected.
- IDSG remains unaffected.

  (2) The contract language is German.

  (3) If the customer is a merchant, a legal entity under public law or a special fund under public law, the place of jurisdiction for all disputes arising from this contract is the court responsible for SPATO's registered office, unless there is an exclusive place of jurisdiction. However, SPATO is also entitled to sue the merchant at his place of residence or place of business. The competence, which may be reasoned by a exclusive jurisdiction remains untouched.

  We reserve the right to adjust prices due to the global pandemic and raw material shortages."