

## General Terms and Conditions of Delivery and Payment

Status: 01/01/2025

### I. Sphere of influence

1. The subsequent conditions of sale apply to all contracts concluded between us and the purchaser regarding the delivery of goods. They also apply to all future business relationships even if they are not specifically agreed. Differing conditions on the part of the purchaser that are not expressly recognised by us are not considered by us as binding, even if we do not expressly object to them. The subsequent sales conditions also apply if we carry out the order of the purchaser without reservation in the knowledge of conflicting or differing terms and conditions of the purchaser.

2. All agreements in the contracts made between us and the purchaser for implementation of the purchase contracts are stipulated in writing.

3. In individual cases, agreements made between the contracting parties (including subsidiary agreements, additions and amendments) always have priority over these business conditions.

4. Our offers are only directed at commercial customers. Consumers according to § 13 BGB (German Civil Code) are not supplied.

### II. Offer and conclusion of contract

1. An order from the purchaser that is qualified as an offer to conclude a purchase contract, can be accepted by us within two weeks by sending an order confirmation or by dispatching the products ordered within the same time frame.

2. Our offers are subject to change and non-binding, unless we have expressly designated them as binding.

3. We reserve rights of ownership, copyrights and other rights of protection to all images, calculations, drawings and other documents. The purchaser may only forward these to third parties with our written consent, irrespective of whether we have designated them as confidential.

### III. Invoice issuance, terms and conditions of payment

1. Our prices apply ex works without packaging, if nothing different is stipulated in the offer or the order confirmation. Statutory Value Added Tax is not included in our prices. We shall specify this separately in the invoice according to the statutory rate on the date of invoicing. For custom-made products, there may be a reasonable over- or under-delivery. For 1-9 items,  $\pm 1$  item, from 10 items  $\pm 10\%$ .

2. A deduction of discount is only permissible in the event of a written agreement between us and the purchaser. The net purchase price is due for payment (without deduction) by the purchaser as soon as the invoice is received, in so far as there is no other term of payment as a result of the order confirmation. Payment is only considered to be complete when we have access to the amount.

3. We send all invoices electronically in PDF format by e-mail to the entered e-mail address in your customer account for sending invoices (if available). Otherwise to the purchaser listed in your order, unless otherwise agreed, e.g. via provision in a portal. Your consent to receive the invoice in PDF format as an "other invoice" (if your company is domiciled in Germany) is deemed to have been given as an entrepreneur within the meaning of §27, section 38 of the German Value Added Tax Act (Umsatzsteuergesetz) upon placing the order, otherwise upon prior acceptance of these GTC and the order.

4. If the purchaser is in default with a payment, the statutory regulations shall apply.

5. The purchaser is only entitled to compensation, even if complaints or counterclaims are asserted, if the counterclaims are established legally, recognised by us or undisputed. The purchaser is only authorised to exercise right of retention if their counterclaim is based on the same contractual relationship.

#### IV. Delivery period and time of performance

1. Delivery periods or deadlines that have not been expressly agreed as binding, are exclusively non-binding information. The delivery period specified by us shall only begin if the technical issues have been clarified. The purchaser must also fulfil all obligations due to them correctly and in a timely fashion.

2. If the underlying sales contract is a fixed-date transaction according to § 286 Section 2 no. 4 BGB (German Civil Code) or according to § 376 HGB (Code of Commercial Law), we shall be liable according to statutory conditions. The same shall apply if the purchaser, as a result of a delay in delivery for which we are responsible, claims the discontinuance of their interests in further performance of the contract. In this event, our liability is limited to foreseeable, typically occurring damage, if the delivery delay is not based on intentional violation of the contract on our part, whereby fault on the part of our representatives or agents is to be attributed to us.

We are also liable to the purchaser for delayed delivery according to statutory provisions, if the delay is based on one of the intentional or grossly negligent violations of the contract for which we are responsible, whereby fault on the part of our representatives or agents is to be attributed to us. Our liability is limited to foreseeable, typically occurring damage, if the delivery delay is not based on intentional violation of the contract on our part,

3. In the event that delivery delay on our part is based on the culpable violation of an essential contractual obligation, whereby fault on the part of our representatives or agents is to be attributed to us, we shall be liable according to statutory provisions provided that in this event, compensation for liability is limited to foreseeable, typically occurring damage.

4. Otherwise, in the event of a delivery delay for which we are responsible, the purchaser can claim a flat-rate compensation of 3% of the delivery value for each complete week of the delay, however no more than a maximum of 15% of the delivery value.

5. Any further liability on our part for a delivery delay is excluded. Other statutory claims and rights on the part of the purchaser to which they are entitled in addition to the claim for compensation due to delayed delivery for which we are responsible, remain unaffected

6. We are entitled to partial delivery and partial performance at any time, if this is reasonable for the customer.

7. If the purchaser delays in accepting delivery, then we are entitled to demand compensation for any damage that has occurred and any additional expenses. The same shall apply if the purchaser culpably violates its cooperation obligations. Upon the acceptance default or debtor default, the risk of accidental deterioration and accidental loss shall pass to the purchaser.

#### V. Transfer of risk, shipping, packaging

1. Loading and shipping are uninsured and at the risk of the purchaser. We shall endeavour to consider the wishes and interests of the purchaser with regard to the nature of shipping and method of shipping; any additional costs thereby incurred – also if freight prepaid delivery has been agreed, are at the expense of the purchaser.

2. We do not take back transport and all other packaging in accordance with the Packaging Ordinance; with the exception of pallets. The purchaser must cover the removal of packaging at their own expense.

3. If shipping is delayed on the request of the purchaser or due to the fault of the purchaser, we shall store the goods at the expense and risk of the purchaser. In this event, the notification of readiness for shipping is equivalent to shipping.

4. We shall cover delivery with transport insurance at the request and expense of the purchaser.

#### VI. Defects in quality and title, liability

1. Claims for defects by the purchaser can only be made if the purchaser has duly complied with the duties of inspection and notification of defects due according to § 377 HGB.

2. In the event of justified notices of defects, we are obliged to rectification by excluding the rights of the purchaser to withdraw from the contract or to lower the purchase price (reduction), unless we are entitled to deny rectification as a result of statutory provisions. The purchaser must grant us an appropriate period of time for rectification. Rectification can occur, as the purchaser chooses, by remedying the defect (remediation) or delivery of new goods. We shall bear the required costs in the event of remedy

of the defects, in so far as these have not increased, because the object under contract is at a different location from the place of fulfilment. If rectification is not successful, the purchaser can demand that the purchase price be lowered (reduction) or to withdraw from the contract, as they choose. Rectification can be considered to have failed after the second unsuccessful attempt, in so far as further attempts at rectification are not appropriate and reasonable for the purchaser in accordance with the object under contract. Compensation claims as a result of the defect can only be claimed by the purchaser under the following conditions, if rectification is unsuccessful. Rights of the purchaser to claim further compensation under the following conditions remain unaffected.

3. The warranty claims of the purchaser shall expire one year after delivery of the goods to the purchaser, unless we have fraudulently concealed the defect; in this event, statutory provisions shall apply. Our obligations arising from Section VI no. 4 and Section VI no. 5 shall remain unaffected.

4. According to legal requirements, we shall also undertake to take back new goods/lower the purchase price (reduction) without the otherwise required setting of a deadline, if the recipient of the purchaser, as a consumer of the new moveable item sold (Sale of Consumer Goods) could demand that the goods be taken back or that the purchase price be lowered (reduction) because of the defective goods of the purchaser, or if the buyer is subject to a similar recourse claim resulting from this. Moreover, we shall undertake to compensate expenses on the part of the purchaser, especially the costs of transport, travel, labour and materials, that the purchaser has had to bear in relation to the end consumer within the context of rectification due to a defect in the goods existing at the time of transfer of risk from us to the purchaser. The claim is excluded if the purchaser has not properly complied with the due duties of inspection and notification of defects according to § 377 HGB.

5. The obligation according to Section VI no. 4 is excluded, in so far as the defect is due to advertising claims or other contractual agreements that do not originate from us, or if the purchaser has given a special guarantee to the end consumer. The obligation is also excluded, if the purchaser themselves was not obligated to exercise warranty rights with regard to the end consumer due to statutory provisions, or this objection was not raised with regard to a claim made against them. This shall also apply, if the purchaser has assumed warranties with regard to the end consumer that go beyond the statutory level.

6. We shall be liable according to the statutory provisions for damage to life, limb and health that is based on negligent or intentional violation of duty on our part, on the part of our statutory representatives or agents, irrespective of the subsequent liability restrictions, and also for damages covered by liability under the Product Liability Act. For damages that are not covered by sentence 1 and are based on intentional or grossly negligent contractual violations and also fraudulence on our part, on the part of our legal representative or our agent, we shall be liable according to statutory provisions. In this event, however, compensation for damage is limited to foreseeable, typically occurring damage in so far as we, our legal representatives or other agents have not acted intentionally. To the extent that we have provided a guarantee of quality and/or durability with regard to the goods or parts thereof, we shall also be liable within the context of this guarantee. For damage based on the absence of the guaranteed quality or durability, but not directly on the goods, we shall, however, only be liable, if the risk of such damage is obviously covered by the guarantee of quality and durability.

7. We shall also be liable for damage caused by us by simple negligent violation of such contractual obligations the fulfilment of which enables the proper performance of the contract in the first place and on the compliance of which the purchaser regularly relies and may rely. However, we shall only be liable in so far as damage is typically associated with the contract and is foreseeable.

8. Any further liability is excluded, irrespective of the legal nature of the claim asserted, this applies especially also to tortious claims or claims to replace needless expenses in lieu of performance; our liability shall remain unaffected according to section IV no. 2 to Section IV no. 5 of this contract. In so far as our liability is excluded or limited, this also applies to the personal liability of our employees, workers, personnel, representatives and agents.

9. Compensation claims from the purchaser as a result of defects shall expire one year from delivery of the goods. This does not apply to injuries to life, limb or health for which we, our legal representatives or agents are responsible, or if we or our legal representatives have acted intentionally or with gross negligence, or if our agents have acted intentionally.

## VII. Reservation of ownership

1. The goods delivered (reserved goods) shall remain our property until fulfilment of all requirements, including all current account balances to which we are entitled against the purchaser now or in the future. In the event of conduct in breach of contract on the part of the purchaser, e.g. payment default, after setting a reasonable deadline in advance, we have the right to take back the reserved goods. If we take back the reserved goods, this shall constitute a withdrawal from the contract. If we seize the reserved goods, this constitutes a withdrawal from the contract. We are entitled to utilise the reserved goods after taking them back. After deduction of an appropriate sum for utilisation costs, the proceeds of utilisation shall be set off against the amounts owed us to by the purchaser.

2. The purchaser shall treat the reserved goods with care, and adequately insure them at their expense against damage due to fire, water and theft at the new value. Maintenance and inspection works required shall be carried out promptly by the purchaser at their own expense.
3. The purchaser is entitled to dispose of and/or to use the reserved goods correctly in business transactions, as long as they are not in default of payment. Pledges or transfers by way of security are not permitted. The purchaser shall hereby assign to us in full by way of security any claims arising in respect of the reserved goods (including all current account balances) resulting from the further sale or other legal grounds (insurance, unlawful act); we shall hereby accept the assignment. We shall grant the purchaser our revocable authorisation to collect the claims assigned to us on their account in their name. This collection authorisation can be revoked at any time, if the purchaser does not fulfil their payment obligations correctly. The purchaser is also not authorised to assign this claim for the purposes of collecting receivables by way of factoring, unless at the same time the obligation of the factoring is justified to effect compensation of claims to us without delay, when claims still exist by us towards the purchaser.
4. Any processing or transformation of the reserved goods by the purchaser shall, in any event, be carried out on our behalf. If the reserved goods are processed with other items not belonging to us, we shall acquire co-ownership of the new item in proportion to the value of the reserved goods (total invoice amount including value added tax) to the other processed items at the time of processing. The same shall apply to the new items arising through processing as to the reserved goods. In the event of any inseparable combination of reserved goods with other items not belonging to us, we shall acquire co-ownership of the new item in proportion to the value of the reserved goods (total invoice amount including value added tax) to the other combined items at the time of the combination. If the item from the purchaser is considered as the main item as a result of the combination, we and the purchaser shall agree that the purchaser shall transfer co-ownership of this item to us proportionally; we shall hereby accept the transfer. The purchaser shall hold our sole or co-ownership of an item thus created in safe custody for us.
5. In the event of access to the reserved goods by third parties, especially pledges, the purchaser shall refer to our ownership and promptly inform us, so that we can enforce our ownership rights. In so far as the third party is not able to reimburse judicial or extra-judicial costs, the purchaser shall be liable for this.
6. We shall undertake to release the securities to which we are entitled when the realisable value of our securities exceeds the claims to be secured by more than 10%, we are thereby responsible for the selection of the securities to be released.

#### VIII. Place of fulfilment, jurisdiction, applicable law

1. Our company head office is the place of fulfilment and jurisdiction for deliveries and payments (including cheques and bills of exchange) and any disputes arising between us and the purchaser from the sales contracts concluded between us and them. We are, however, entitled, to also bring an action against the purchaser at their place of residence and/or business.
2. The relationships between the contracting parties shall be governed exclusively according to the currently valid laws of the Federal Republic of Germany. Application of the UN Sales Convention shall be excluded.

