

## **General Terms and Conditions of Sale and Delivery**

### **1. Concurrence with Other Terms and Conditions**

All sales and deliveries by us are made exclusively on the basis of the following terms and conditions. Our silence in response to any terms and conditions submitted by the buyer or by suppliers shall not be deemed as acceptance thereof. Their applicability is hereby expressly rejected. The same applies even if we execute orders with knowledge of any conflicting or deviating terms and conditions. Any deviations or exceptions require our express written confirmation. In commercial business transactions, these Terms and Conditions of Sale and Delivery shall also apply to all future business relations with us as the supplier.

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

2.1 Our offers are subject to change and non-binding. Declarations of acceptance and all orders require our written confirmation – whether by letter, electronic transmission, telefax, or other data carrier – in order to become legally effective. The same applies to any amendments, supplements or collateral agreements.

#### **2.2**

Specifications concerning the scope of delivery, product characteristics, dimensions, weights or other performance data shall only be binding if expressly agreed upon in writing.

### **3. Delivery and Performance Period**

3.1 Delivery dates or periods shall only be binding upon our written confirmation. Irrespective of such confirmation, proper and timely self-supply shall in all cases remain reserved.

3.2 Delays in delivery or performance resulting from force majeure or from other events which substantially impede or render delivery impossible – including, but not limited to, ice, closure of waterways, strikes, lockouts, official orders or similar circumstances, even if occurring at one of our suppliers or subcontractors – shall not be attributable to us, even where binding dates or periods have been agreed. In such cases, we shall be entitled to postpone the delivery or performance for the duration of the impediment plus a reasonable start-up period, or to withdraw from the contract in whole or in part in respect of the portion not yet performed.

3.3 If the impediment lasts longer than two months, the buyer shall be entitled, after setting a reasonable additional period, to withdraw from the contract with regard to the part not yet performed. If the delivery period is extended or if we are released from our obligation to perform, the buyer shall not be entitled to claim damages. We may only invoke the aforementioned circumstances if we notify the buyer thereof without undue delay.

3.4 We shall be entitled to make partial deliveries or render partial performance at any time.

3.5 We shall be entitled to withhold deliveries as long as the buyer is in default with any payment obligation arising from a previous transaction.

### **4. Retention of Title**

4.1 Until full settlement of all our claims – including any balance claims arising from current account relationships – to which we are entitled against the buyer now or in the future, regardless of the legal basis, the following securities shall be granted to us. We undertake to release such securities, at our discretion, upon the buyer's request, insofar as their value permanently exceeds our claims by more than 20%.

4.2 The goods shall remain our property until full payment of the claims referred to in Clause 4.1 has been made. Any processing or transformation of the goods shall be carried out on our behalf as the manufacturer. If our (co-)ownership ceases to exist as a result of such processing, it is hereby agreed that the buyer's (co-)ownership in the newly created item shall pass to us proportionally to the value (invoice amount) of our goods in relation to the overall product. The buyer shall store our (co-)owned goods free of charge. Goods to which we retain (co-)ownership are hereinafter referred to as "goods subject to retention of title".

4.3 The buyer shall be entitled to resell the goods subject to retention of title in the ordinary course of business. He hereby assigns to us all receivables in the amount of the final invoice value (including VAT) arising from such resale against his customers or third parties, irrespective of whether the goods subject to retention of title have been resold without or after processing. The buyer remains authorised to collect these receivables even after the assignment. Our right to collect such receivables ourselves remains unaffected. However, we undertake not to collect the receivables as long as the buyer meets his payment obligations from the proceeds received, is not in default, and in particular has not filed for the opening of insolvency proceedings or suspended payments. In the event of such circumstances, we shall be entitled to require the buyer to disclose to us the assigned receivables and the corresponding debtors, to provide all information and documentation necessary for collection, and to notify the debtors of the assignment.

4.4 In the event of third-party access to the goods subject to retention of title, the buyer shall be obliged to draw attention to our ownership and to notify us without undue delay.

4.5 In the event of a breach of contract by the buyer – in particular in the event of payment default – we shall be entitled to reclaim the goods subject to retention of title or, if applicable, to demand assignment of the buyer's claims for restitution against third parties. Such repossession or seizure of the goods subject to retention of title shall not, to the extent legally permissible, constitute a rescission of the contract.

4.6 The buyer shall be obliged to handle the goods subject to retention of title with due care, to insure them at his own expense at replacement value against fire, water and theft, and to carry out any necessary maintenance or inspection work at his own cost and in a timely manner.

## 5. Place of Performance; Transfer of Risk

5.1 The place of performance for delivery shall be the place from which the goods are dispatched; in the case of delivery to a specified unloading point, that point shall constitute the place of performance for delivery. The place of performance for payment shall be the place where our invoice is issued.

5.2 We shall be entitled to determine the means and method of transport at our discretion. All risk shall pass to the buyer upon delivery of the goods to the first carrier, freight forwarder, or any other person or institution designated to carry out the shipment – including where such designation has been made by the buyer.

## 6. Prices and Costs; Terms of Payment

6.1 All prices agreed upon are net prices and shall be understood as exclusive of any applicable value added tax in accordance with the statutory provisions in force at the time of delivery. Any deviation from this requires our express written confirmation. The buyer shall be obliged to provide us, in good time prior to invoicing, with all legally required information necessary for the correct processing of VAT matters. With regard to the interpretation of price and delivery clauses, the *Incoterms* in their version valid at the time of conclusion of the contract shall apply.

6.2 Payment shall be made within 14 days of the date of delivery to one of our designated bank accounts. Any differing payment terms require our written confirmation. Bills of exchange will only be accepted on the basis of an express agreement and on account of performance (*payment in kind*). Any discount or bank charges shall be borne by the buyer. In the event of overdue payment, we shall be entitled to charge default interest at the rate customarily applied by banks for short-term credits.

6.3 The buyer shall not be entitled to set off any counterclaims unless such claims are undisputed or have been finally determined by a court of law. Likewise, the buyer shall not be entitled to assert a right of retention on the basis of claims that are neither undisputed nor legally established.

## 7. Complaints; Warranty

7.1 Complaints must be made without undue delay, and in any case no later than one week after receipt of the goods, unless they relate to hidden defects. Complaints can only be accepted if the goods are still in their original packaging.

7.2 A complaint by the buyer shall not release him from his contractual obligations to accept and pay for the goods. The buyer shall be responsible for the proper storage of the goods and, where necessary, for maintaining suitable insurance cover. In the event of a justified complaint, we shall, at our discretion, be entitled within a reasonable period to remedy the defect or to supply replacement goods at our own expense. If we are unwilling or unable to remedy the defect or provide a replacement within a reasonable period, or if such remedy or replacement fails, the buyer shall be entitled, at his discretion, to rescind the contract (cancellation) or to reduce the purchase price accordingly. Claims for damages of any kind on the part of the buyer, including costs of loading and unloading, are excluded unless we or one of our vicarious agents are culpable within the meaning of Clause 9 of these Conditions. We shall not be liable for any loss or damage suffered by the buyer in connection with the use, consumption, processing, or resale of our deliveries, unless such loss or damage results from culpable conduct within the meaning of Clause 9 of these Conditions.

7.3 The foregoing limitations of liability shall also apply to any statutory liability based on fault.

## 8. Information, Specifications, Samples

8.1 Our specifications and any information concerning the processing or possible applications of products, as well as our technical advice or any other details, are provided to the best of our knowledge. Such information, however, does not release the buyer from his own duty to carry out appropriate inspections and tests. Liability shall only arise if such advice or information has been expressly given on a contractual basis, and even then only within the limits set out in Clause 9 of these Conditions.

## 9. Liability

9.1 We shall be liable only for intent and gross negligence on the part of our legal representatives, employees, or vicarious agents.

9.2 The limitations of liability set out in these Conditions shall not apply where mandatory statutory provisions – in particular those under the Product Liability Act – impose stricter liability.

## 10. Final Provisions

10.1 If the buyer is a registered merchant, the exclusive place of jurisdiction for all disputes arising directly or indirectly from the contractual relationship shall be our place of business. German law shall apply.

10.2 Should any provision of these Terms and Conditions be or become invalid in whole or in part, the validity of the remaining provisions shall not be affected thereby.

October 2025