

**§1 Scope of application:**

These Terms and Conditions of Sale apply to all - including future - deliveries and services (hereinafter referred to as "deliveries") to companies within the meaning of Section 14 of the German Civil Code (BGB), legal entities under public law and special funds under public law. Our deliveries are made exclusively on the basis of the following terms and conditions. Our Terms and Conditions of Sale shall apply exclusively. Deviating or supplementary terms and conditions of the customer that are unfavorable to us shall not become part of the contract even if we do not object to them separately, unless expressly agreed otherwise in writing.

**§2 Offer and conclusion of contract:**

- 2.1. Our offers are subject to change and non-binding, unless we have expressly designated them as binding in writing. Declarations of acceptance and orders of the customer, insofar as they are to be qualified as an offer in accordance with § 145 BGB, shall only become binding upon our written order confirmation. The customer shall be bound to his order for a period of 14 days from receipt by us, unless otherwise stated in the order
- 2.2. The documents belonging to our offer within the meaning of 2.1. such as illustrations, drawings etc. as well as the resulting dimensional and weight specifications are only approximate unless we have expressly designated them as binding in writing. The same applies to specifications for use. We reserve the right to customary tolerances within the scope of what is reasonable for the customer.
- 2.3. We reserve ownership rights and copyrights to all documents provided to the customer in connection with the order placement, such as calculations, drawings, etc. These documents must be treated as strictly confidential and may not be made accessible to third parties unless we give our written consent. If we do not accept the customer's offer within the period specified in section 2.1, these documents must be returned to us immediately or verifiably destroyed.

**§3 Prices and terms of payment:**

- 3.1. Unless expressly agreed otherwise in writing, our prices are ex works excluding packaging and plus VAT at the applicable rate. Packaging costs shall be invoiced separately.
- 3.2. The purchase price is due within 10 days net after delivery and must be transferred to our bank account. The date of receipt of payment on our account shall be decisive. Interest on arrears shall be charged at a rate of 9% above the base rate of the European Central Bank. Default occurs in accordance with § 286 BGB. We reserve the right to claim higher damages for default.

**§4 Offsetting and rights of retention:**

The customer shall only be entitled to set-off if his counterclaims have been recognized by declaratory judgement or are undisputed. The customer is only authorized to exercise a right of retention to the extent that his counterclaim is based on the same contractual relationship.

**§5 Delivery time:**

- 5.1. Deadlines and dates for deliveries promised by us are always only approximate, unless a fixed deadline or a fixed date has been expressly promised or agreed. The delivery period begins with the dispatch of the order confirmation by us, but not before clarification of all commercial and technical questions regarding the execution of the order.
- 5.2. Compliance with deadlines for deliveries requires the timely receipt of all documents to be supplied by the customer, necessary authorisations and approvals, in particular of plans, as well as compliance with the agreed terms of payment and other obligations by the customer. If these prerequisites are not fulfilled in good time, the deadlines shall be extended accordingly; this shall not apply if we are responsible for the delay. The delivery deadline shall be deemed to have been met if the goods are ready for dispatch by the expiry of the deadline.
- 5.3. In the event of a delay in delivery, our liability in the event of simple negligence shall be limited to 0.5 % per full week of delay, but to a maximum of 5 % of the invoice amount of the part of the delivery affected by the delay. This shall not affect other claims for damages in accordance with Clause 5.4. The customer shall inform us of any contractual penalties applicable to his customer at the latest upon conclusion of the contract.
- 5.4. Both claims for damages by the customer due to delay in performance and claims for damages in lieu of performance which exceed the limits specified in clause 5.3. are excluded in all cases of delayed delivery after the expiry of any deadline set for us for delivery. This shall not apply if liability is mandatory in cases of willful intent, gross negligence or injury to life, limb or health. If the delay in delivery is due to a grossly negligent breach of contract for which we are responsible, our liability for damages shall be limited to the foreseeable, typically occurring damage. The customer may only withdraw from the contract within the framework of the statutory provisions if we are responsible for the delay in delivery.
- 5.5. Partial deliveries as well as short or excess deliveries are permissible to a reasonable extent
- 5.6. Our obligation to deliver is subject to timely and correct delivery to us by our suppliers, unless we are responsible for the incorrect, delayed or non-delivery to us. Insofar as we are not responsible for incorrect, late or non-delivery by our suppliers, we shall not be in default and shall be entitled to withdraw from the contract if we are not supplied within a reasonable period of time or not at all.

**§6 Transfer of risk:**

- 6.1. Delivery shall be EXW ("ex works") in accordance with Incoterms® 2020, unless we have expressly agreed otherwise with the customer. The risk of accidental loss and accidental deterioration of the goods delivered by us shall therefore pass to the customer upon handover to or collection by the transport person, unless we have expressly assumed responsibility for the dispatch or assembly of the delivery item in writing. This shall also apply if partial deliveries are made.
- 6.2. If dispatch, delivery, commencement, performance of installation or assembly, acceptance in the customer's own works or trial operation is delayed for reasons for which the customer is responsible or if the customer is in default of acceptance for other reasons, the risk shall pass to the customer at the time of default of acceptance.

**§7 Force majeure:**

- 7.1 In the event of force majeure, we shall be released from the obligation to fulfil our contractual obligations and from any liability for damages or any other contractual remedy for breach of contract for as long as the force majeure or its effects prevent the fulfilment of the contract. This also applies if the force majeure occurs at our upstream supplier or during an existing delay.
- 7.2 "Force majeure" means the occurrence of an event or circumstance that prevents us from fulfilling one or more of our contractual obligations under the contract if and to the extent that: (a) this obstacle is beyond our reasonable control and (b) this obstacle was not reasonably foreseeable by us at the time the contract was concluded and (c) the effects of the obstacle could not reasonably have been avoided or overcome by us.
- 7.3 Force majeure shall be assumed in the event of the following events: war, riots, acts of terrorism, currency and trade restrictions, embargoes, sanctions, lawful or unlawful official acts (e.g. in the case of refusal of import or export licenses), compliance with laws or government orders, epidemics, extreme natural events, explosion, fire, destruction of equipment, prolonged breakdown of means of transport, telecommunications, information systems or energy, general industrial unrest such as boycotts, strikes and lockouts, general shortages of materials, raw materials or energy.
- 7.4 If the force majeure is not only of a temporary nature, both contracting parties shall be entitled to terminate the part of the contract affected by the force majeure.

**§8 Retention of title:**

- 8.1 We reserve title to the delivered goods until all claims arising from the delivery contract have been paid in full. This shall also apply to all future deliveries, even if we do not always expressly refer to this. We are entitled to take back the goods if the customer is in breach of contract.
- 8.2 The customer is obliged to treat the goods with care as long as ownership has not yet been transferred to him; in particular, he is obliged to insure them adequately at his own expense against theft, fire and water damage at replacement value. If maintenance and inspection work is required, the customer must carry this out in good time at his own expense. The insurance policy and proof of payment of the premium must be presented to us on request. The customer hereby assigns to us any claims arising from the insurance relationship. As soon as ownership is transferred, the assignment shall lapse. We accept the assignment. As long as ownership has not yet been transferred, the customer must inform us immediately if the delivered item is seized or exposed to other interventions by third parties. If the third party is not in a position to reimburse us for the court and out-of-court costs of an action pursuant to § 771 ZPO, the customer shall be liable for the loss incurred by us.
- 8.3 The customer is authorized to resell the goods subject to retention of title in the normal course of business. The customer hereby assigns to us the customer's claims arising from the resale of the reserved goods in the amount of the final invoice amount agreed with us (including VAT). This assignment shall apply irrespective of whether the goods have been resold without or after processing. The customer remains authorized to collect the claim even after the assignment. Our authorization to collect the claim ourselves remains unaffected by this. However, we shall not collect the claim as long as the customer fulfils his payment obligations from the collected proceeds, is not in default of payment and, in particular, no application for the opening of insolvency proceedings has been filed and payments have not been suspended.
- 8.4 The treatment and processing or transformation of the goods by the customer shall always be carried out in our name and on our behalf. In this case, the expectant right of the customer to the goods shall continue in the remodeled item. If the goods are processed with other items not belonging to us, we shall acquire co-ownership of the new item in the ratio of the objective value of our goods to the other processed items at the time of processing. The same shall apply in the event of mixing. If the mixing is carried out in such a way that the customer's item is to be regarded as the main item, it is agreed that the customer shall only transfer co-ownership on a pro rata basis and shall keep the resulting sole ownership or co-ownership for us. To secure our claims against the customer, the customer shall also assign to us such claims which accrue to him against a third party through the combination of the reserved goods with a property; we hereby accept this assignment.
- 8.5 We undertake to release the securities to which we are entitled at the request of the customer insofar as their value exceeds the claims to be secured by more than 10%.

**§9 Warranty:**

- 9.1 Apparent defects must be reported to us in writing immediately after delivery of the goods, hidden defects immediately after discovery. If the notification of defects is not made immediately, all claims and rights arising from the liability for defects for these defects shall lapse. The notification must be made in writing and must precisely describe the nature and extent of the defect.
- 9.2 Claims for defects shall lapse 12 months after the goods delivered by us have been handed over.
- 9.3 The quality of the goods shall be based exclusively on the agreed technical delivery specifications. If we have to deliver according to drawings, specifications, samples etc. of the customer, the latter shall assume the risk of suitability for the intended purpose. Decisive for the contractual condition of the goods is the time of the transfer of risk in accordance with § 6.
- 9.4 We provide no warranty for material defects caused by unsuitable or improper use, faulty assembly or commissioning by the customer or third parties, normal wear and tear, incorrect dimensioning (unless we were responsible for the development of the parts), faulty or improper handling, nor for the consequences of improper modifications or repair work carried out by the customer or third parties without our consent. The same applies to defects that only insignificantly reduce the value or suitability.
- 9.5 Rejected goods must be returned to us on request for inspection; we shall bear the transport costs if the complaint proves to be correct. In the event of justified, timely notification of defects, we shall, at our discretion, repair the rejected goods or deliver a faultless replacement. If the subsequent fulfilment fails or is unjustifiably refused or delayed, the customer may demand a reduction in the price or - in the case of significant defects - withdraw from the contract and demand compensation instead of performance in accordance with clause 10. The costs of subsequent fulfilment incurred as a result of the purchased item being moved to a location other than the customer's business premises after delivery shall not be covered.
- 9.6 The infringement of third-party rights shall only constitute a defect if these industrial property rights exist with protective effect for the Federal Republic of Germany.

**§10 Other claims, liability:**

- 10.1. Our liability for damages, irrespective of the legal grounds, in particular due to impossibility, delay, defective or incorrect delivery, breach of contract, breach of obligations during contract negotiations and unauthorized action is limited. We shall be liable in the event of intent or gross negligence, fraudulent concealment of defects, injury to life, limb or health or under the Product Liability Act in accordance with the law.
- 10.2. In the event of simple negligence, we shall only be liable in the event of a breach of a material contractual obligation, the fulfilment of which is essential for the proper performance of the contract and on the observance of which the customer regularly relies and may rely, and - unless otherwise stipulated in § 9 - limited to compensation for foreseeable and typical damage. Our liability is excluded in all other cases
- 10.3. Claims of the customer for defects shall become time-barred 12 months after the transfer of risk, other claims 12 months after the statutory commencement of the limitation period. Notwithstanding sentence 1 of this § 10.3, in the event of our liability due to the assumption of a guarantee, the scope of the guarantee promise and in the event of fraudulent concealment of a defect as well as in the event of claims for damages under the Product Liability Act, due to injury to life, limb or health and due to intentional or grossly negligent breach of obligations, the statutory limitation provisions shall apply.

**§11 Confidentiality:**

Each contracting party shall use all documents (such as samples, drawings, models, data, etc.) and knowledge that it receives from the business relationship only for the jointly pursued purposes and shall keep them secret from third parties with at least the same care as that of a prudent businessman and knowledge if the other contracting party designates them as confidential or has an obvious interest in keeping them secret. This obligation shall not apply to documents and knowledge which are generally known or which were already known to the contractual partner upon receipt without the contractual partner being obliged to maintain confidentiality.

**§12 Tools:**

Unless otherwise agreed, tools manufactured by us or on our behalf shall remain our property.

**§13 Sanctions / Compliance**

Our actions comply with legal requirements and are based on ethical principles such as integrity and human dignity (e.g. UN human rights, OECD guidelines, ILO core labour standards).

We are guided by international standards in order to minimize our environmental impact and continuously improve our climate protection measures.

Employees are trained in environmental protection; appropriate training is offered regularly. Measures taken include CO<sub>2</sub> reduction, increasing energy efficiency, water conservation, waste reduction and resource conservation. We require suppliers to comply with equivalent codes of conduct.

**§14 Choice of law, place of fulfilment, place of jurisdiction, miscellaneous:**

- 14.1. The law of the Federal Republic of Germany shall apply to the exclusion of the conflict of laws and the United Nations Convention on Contracts for the International Sale of Goods (CISG).
- 14.2. Unless otherwise agreed, the place of fulfilment for all payments shall be our registered office, Gottenheim, Germany; the place of fulfilment for all other deliveries under the delivery contracts shall be our respective shipping point.
- 14.3. If the customer is a merchant, a legal entity under public law or a special fund under public law, the exclusive place of jurisdiction for all disputes arising from the contractual relationship shall be our registered office. We shall also be entitled to take legal action at the customer's head office. We shall also be entitled to take legal action at the customer's place of business.
- 14.4. All agreements made between the parties for the purpose of executing this contract are set out in writing in this contract.
- 14.5. Should any provision of these terms and conditions and the other agreements made be or become invalid, this shall not affect the validity of the remaining provisions.

General Management, Gottenheim, 01/2025