

General Terms and Conditions of Sale

Section 1

General – Scope of application

- (1) Our deliveries, services and offers are made exclusively on the basis of these General Terms and Conditions of Sale. These are an integral part of all contracts that we conclude with our customers for the goods offered by us. Our Terms and Conditions of Sale apply exclusively; we do not recognise any terms and conditions of the customer that conflict with or deviate from our Terms and Conditions of Sale unless we have expressly agreed to their validity in writing. Our Terms and Conditions of Sale shall also apply if we carry out the delivery to the customer without reservation in the knowledge that the customer's terms and conditions conflict with or deviate from our Terms and Conditions of Sale.
- (2) All agreements made between us and the customer for the purpose of executing this contract are set out in writing in this contract.

Section 2

Offer – Offer documents

- (1) The order is to be qualified as an offer according to Section 145 of the German Civil Code (BGB), which we can accept within 2 weeks. During this time, the customer is bound by the offer. The dispatch of the ordered goods shall also be deemed as acceptance.
- (2) Our offers are subject to change and non-binding unless they are expressly labelled as binding or contain a specific acceptance period.
- (3) The legal relationship between us and the customer shall be governed solely by the purchase contract concluded in writing, including these General Terms and Conditions of Delivery. This fully reflects all agreements between the contracting parties on the subject matter of the contract. Verbal promises made by us prior to the conclusion of this contract are not legally binding and verbal agreements between the contracting parties shall be replaced by the written contract, unless it is expressly stated in each case that they shall continue to be binding.
- (4) Additions and amendments to the agreements made, including these General Terms and Conditions of Delivery, must be made in writing to be effective. With the exception of managing directors or authorised signatories, our employees are not entitled to make verbal agreements that deviate from the written agreement. To fulfil the written form requirement, transmission by telecommunication, in particular by fax or e-mail, is sufficient, provided that a copy of the signed declaration is transmitted.
- (5) Our information on the object of the delivery or service (e.g. weights, dimensions, utility values, load-bearing capacity, tolerances and technical data) as well as our representations of the same (e.g. drawings and illustrations) are only approximate, unless the usability for the contractually intended purpose requires exact conformity. They are not guaranteed characteristics, but descriptions or labelling of the delivery or service.
- (6) We reserve the property rights and copyrights to illustrations, drawings, calculations and other documents. This also applies to written documents that are labelled "confidential". The customer requires our express written consent before passing them on to third parties.

Section 3

Prices – Terms of payment

- (1) The prices apply to the scope of services and deliveries listed in the order confirmations. Additional or special services will be charged separately.
- (2) Unless otherwise stated in the order confirmation, our prices are quoted in EUR "ex works" plus packaging, statutory VAT and, in the case of export deliveries, plus customs duties, fees and other public charges.

- (3) With regard to payment for the goods, advance payment or direct debit shall be deemed agreed. We reserve the right to accept other payment methods in individual cases.
- (4) If payment is made in advance, the customer undertakes to pay the purchase price immediately after conclusion of the contract. If payment is made by direct debit, the amount will be debited within one week of conclusion of the contract.
- (5) The customer may only offset their own claims against our claims or withhold services owed by them if their counterclaims are undisputed or have been recognised by declaratory judgement or are based on the same contractual relationship.

Section 4

Delivery time

- (1) Delivery shall be made by dispatching the object of purchase to the address notified by the customer.
- (2) Compliance with our delivery obligation presupposes the timely and proper fulfilment of the customer's obligation. In addition, the deadlines and dates for deliveries and services promised by us are always only approximate, unless a fixed deadline or a fixed date has been expressly promised or agreed.

When the goods are dispatched to the customer, the delivery periods and delivery dates refer to the time of handover to the forwarding agent, carrier or other third party commissioned with the transport. The defence of non-performance of the contract remains reserved.
- (3) If the customer is in default of acceptance or culpably violates other obligations to co-operate, we shall be entitled to demand compensation for the damage incurred by us in this respect, including any additional expenses. We reserve the right to assert further claims.
- (4) If the conditions of (3) above are met, the risk of accidental loss or accidental deterioration of the purchased item shall pass to the customer at the point in time at which the customer is in default of acceptance or debtor's delay.
- (5) If we are in default with our delivery obligation due to an intentional or grossly negligent breach of contract for which we are responsible, the customer may demand liquidated damages for default in the amount of 1% per completed week of delay up to a total of 10% of the delivery value. The customer does not have to prove that they have suffered any damage at all as a result of the delay in delivery. We reserve the right to prove that the customer has suffered no damage at all or significantly less damage than the lump sum incurred as a result of the delay. The assertion of claims for damages caused by delay in excess of the lump sum is excluded. This does not apply if we act wilfully or with gross negligence.
- (6) We shall not be liable for impossibility of delivery or for delays in delivery if these are caused by force majeure or other events unforeseeable at the time of conclusion of the contract (e.g. operational disruptions of all kinds, difficulties in procuring materials or energy, transport delays, shortages of labour, energy or raw materials, difficulties in obtaining necessary official permits, official measures or the failure of suppliers to deliver or to deliver correctly or on time) for which we are not responsible. If such events make delivery or performance significantly more difficult or impossible for us and the hindrance is not only of a temporary nature, we are entitled to withdraw from the contract. A hindrance of more than temporary duration is assumed if the hindrance exceeds a period of 6 weeks. In the event of hindrances of a temporary nature, the delivery or performance deadlines shall be extended or the delivery or performance dates shall be postponed by the period of the hindrance plus a reasonable start-up period. If the customer cannot reasonably be expected to accept the delivery or service as a result of the delay, they may withdraw from the contract by immediate written declaration to us.

If we are in default with the delivery or service or if a delivery or service becomes impossible for us, for whatever reason, our liability for damages shall be limited in accordance with Section 7 of these General Terms and Conditions of Delivery.

Section 5
Transfer of risk – Packaging costs

- (1) The place of fulfilment for all obligations arising from the contractual relationship is our registered office, unless otherwise specified.
- (2) Unless otherwise stated in the order confirmation, delivery is agreed "ex works", excluding packaging. This will be invoiced separately.
- (3) If the customer so wishes, we shall insure the delivery by means of transport insurance; the costs incurred in this respect shall be borne by the customer.

Section 6
Liability for defects

- (1) Claims for defects on the part of the customer presuppose that the customer – if they are a merchant – has properly fulfilled their obligations to inspect the goods and give notice of defects in accordance with Section 377 of the German Commercial Code (HGB). This means that the delivered items must be carefully inspected immediately after delivery to the customer or to a third party designated by the customer. With regard to obvious defects or other defects that would have been recognisable during an immediate, careful inspection, they shall be deemed to have been approved by the customer if we do not receive a written notice of defects within seven working days of delivery. With regard to other defects, the delivery items shall be deemed to have been approved by the customer if we do not receive the notice of defects within seven working days of the time at which the defect became apparent; however, if the defect was already apparent at an earlier point in time during normal use, this earlier point in time shall be decisive for the start of the notice period.
- (2) If there is a defect in the purchased item, we are entitled, at our discretion, to subsequent fulfilment in the form of rectification of the defect or delivery of a new defect-free item. In the event of rectification of defects, we shall be obliged to bear all expenses necessary for the purpose of rectifying the defect, in particular transport, travel, labour and material costs, insofar as these are not increased by the fact that the purchased item has been taken to a place other than the place of performance.
- (3) If the subsequent fulfilment fails, the customer shall be entitled, at their discretion, to demand withdrawal from the contract or a reduction in price.
- (4) If a defect is due to our fault, the customer may demand compensation under the conditions specified in Section 7.
- (5) The limitation period for claims for defects is 24 months, calculated from the transfer of risk.

Section 7
Overall liability

- (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 unauthorised action, is limited in accordance with this Section 7, insofar as fault is involved in each case.
- (2) We shall not be liable in the event of simple negligence on the part of our executive bodies, legal representatives, employees or other vicarious agents, insofar as this does not involve a breach of material contractual obligations. Essential to the contract are the obligation to deliver on time, its freedom from defects of title and such material defects which impair its functionality or suitability for use more than only insignificantly, as well as obligations to provide advice, protection and care which are intended to enable the customer to use the delivery item in accordance with the contract or which are intended to protect the life and limb of the customer's personnel or to protect the customer's property from considerable damage.
- (3) Insofar as we are liable for damages on the merits in accordance with (2) above, this liability shall be limited to damages which we foresaw as

a possible consequence of a breach of contract when the contract was concluded or which we should have foreseen if we had exercised due care. Indirect damage and consequential damage resulting from defects in the delivery item are also only eligible for compensation if such damage is typically to be expected when the delivery item is used as intended.

- (4) The above exclusions and limitations of liability shall apply to the same extent in favour of our executive bodies, legal representatives, employees and other vicarious agents.
- (5) The limitations of this Section 8 do not apply to our liability for intentional behaviour, for guaranteed quality agreements, for injury to life, limb or health or under the German Product Liability Act.

Section 8
Retention of title

- (1) We reserve title to the purchased item until receipt of all payments from the delivery contract. In the event of behaviour contrary to the contract on the part of the customer, in particular in the event of default in payment, we shall be entitled to take back the purchased item. If we take back the purchased item, this shall not constitute a cancellation of the contract unless we have expressly declared this in writing. The seizure of the purchased item by us shall always constitute a cancellation of the contract. After taking back the purchased item, we are authorised to realise it; the realisation proceeds are to be offset against the customer's liabilities – less reasonable realisation costs.
- (2) The customer is obliged to treat the purchased item with care; in particular, they are obliged to insure it adequately at their own expense against fire, water damage and theft at replacement value. If maintenance and inspection work is required, the customer must carry this out in good time at their own expense.
- (3) In the event of seizures or other interventions by third parties, the customer must inform us immediately in writing so that we can take legal action in accordance with Section 771 of the German Code of Civil Procedure (ZPO). 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 Section 771 ZPO, the customer shall be liable for the loss incurred by us.
- (4) The customer shall be entitled to resell the purchased item in the ordinary course of business; however, they hereby assign to us all claims in the amount of the final invoice amount (including VAT) of our claim which accrue to them from the resale against their customers or third parties, irrespective of whether the purchased item has been resold without or after processing. The customer shall remain authorised to collect this claim even after the assignment. Our authorisation to collect the claim ourselves remains unaffected by this. However, we undertake not to collect the claim as long as the customer fulfils their payment obligations from the proceeds received, is not in default of payment and, in particular, no application for the opening of bankruptcy, composition or insolvency proceedings has been filed and payments have not been suspended. If this is the case, however, we can demand that the customer informs us of the assigned claims and their debtors, provides all information necessary for collection, hands over the relevant documents and informs the debtors (third parties) of the assignment.
- (5) The processing or remodelling of the purchased item by the customer shall always be carried out on our behalf. If the purchased item is processed with other items not belonging to us, we shall acquire co-ownership of the new item in the ratio of the value of the purchased item (final invoice amount, including VAT) to the other processed items at the time of processing. In all other respects, the same shall apply to the item created by processing as to the purchased item delivered under reservation of title.
- (6) If the purchased item is inseparably mixed with other items not belonging to us, we shall acquire co-ownership of the new item in the ratio of the value of the purchased item (final invoice amount, including VAT) to the other mixed items at the time of mixing. If the mixing takes place in such a way that the customer's item is to be regarded as the main item, it is agreed that the customer shall transfer co-ownership to us on a pro rata basis. The customer shall keep the sole ownership or co-ownership thus created for us.

- (7) The customer also assigns to us the claims to secure our claims against them which arise against a third party through the connection of the purchased item with a property.
- (8) We undertake to release the securities to which we are entitled at the request of the customer to the extent that the realisable value of our securities exceeds the claims to be secured by more than 10%; we shall be responsible for selecting the securities to be released.

Section 9

Place of jurisdiction – Place of fulfilment

- (1) If the customer is a merchant, our place of business shall be the place of jurisdiction; however, we shall also be entitled to sue the customer at the court of their place of residence.
- (2) The law of the Federal Republic of Germany shall apply; the application of the UN Convention on Contracts for the International Sale of Goods is excluded.

Section 10

Severability clause

- (1) Should any of the aforementioned provisions of these General Terms and Conditions of Sale be void, invalid or unenforceable for any reason, the validity of the remaining provisions and the underlying contract shall remain unaffected.
- (2) In this case, the contracting parties shall replace the invalid or unenforceable provision with a valid provision that fulfils the economic purpose of the invalid or unenforceable provision as far as possible.