

General Terms and Conditions

I. General provisions

Our General Terms and Conditions apply to all orders with entrepreneurs or legal entities under public law. This also applies to all future deliveries and services. Deviating terms of delivery of the customer, including those referred to in the order, require our written confirmation. If the customer does not agree with the validity of our General Terms and Conditions, they must object to them. In this case, we have the right to withdraw from the contract. Our offers are subject to change. The contract is concluded by the customer's offer and our order confirmation in text form. We reserve the right to make changes to the information provided in our information documents or in the customer's offer, insofar as these are reasonable for the customer.

II. Prices and payments

Unless otherwise agreed, our prices are quoted in euros ex works, plus VAT at the applicable rate, but excluding packaging. We reserve the right to make reasonable price changes due to changes in labour, material and distribution costs for deliveries made 4 months or more after conclusion of the contract.

If we are entitled to claim damages for non-fulfilment, we may demand a lump sum of 15% of the order value plus VAT. We can prove higher damages and claim them. The customer can prove that we have either suffered no loss at all or a significantly lower loss than 15%. The customer may only offset undisputed or legally binding claims.

Individual part deliveries may be invoiced on a pro rata basis. All our claims shall become due immediately if the terms of payment are not complied with, even in the case of partial deliveries, or if we become aware of circumstances which are likely to reduce the creditworthiness of the customer. Without prejudice to further statutory rights, we shall also be entitled in such cases to perform outstanding deliveries and/or

services only against advance payment or provision of security.

We may also, without withdrawing from the contract, prohibit the resale and processing of the delivered goods and demand the return of the goods at the customer's expense or take possession of them without the customer being entitled to a right of retention or similar right.

In addition, we shall be entitled to utilise the returned goods by private sale to settle our outstanding claims.

III. Retention of title and securities

The goods delivered by us (goods subject to retention of title) shall remain our property until all claims have been fulfilled. This shall also apply to any balance claims to which we are entitled against the customer for whatever legal reason or if payments are made on specially designated claims. The customer may only sell the reserved goods in the ordinary course of business and as long as they are not in default with us, but with the proviso that the claims from the resale are transferred to us (extended retention of title). The resale is equivalent to the installation in land or in facilities connected to buildings or the use for the fulfilment of other contracts for work and services and contracts for work and materials by the customer.

Insofar as the customer is entitled to claims against insurers or other third parties due to damage, reduction, loss and destruction of the reserved goods or for other reasons, these claims shall also be assigned to us in advance together with all ancillary rights. If we assert the retention of title, this shall only be deemed a cancellation of the contract if we expressly declare this in text form. The customer's right to possess the reserved goods shall expire if they fail to fulfil their obligations under this or any other contract with us. In this case, we shall be entitled to repossess the goods subject to

retention of title without setting a grace period or declaring cancellation.

IV. Delivery time

Deadlines and dates are non-binding, unless deadlines and dates are expressly designated as binding. The delivery deadline shall be deemed to have been met if the goods in question have left our factory or readiness for dispatch has been notified by the time it expires. The delivery period shall be extended appropriately in cases of force majeure, e.g. in the event of industrial disputes, riots, significant operational disruptions for which we are not responsible and in the event of unforeseen obstacles which are beyond our control and which cannot be averted by us even within the scope of reasonable care.

This shall also apply if the circumstances occur with subcontractors or during a delay in delivery. If we are in default, the customer shall be entitled to withdraw from the contract after expiry of a reasonable grace period or performance period set for us, but at least 2 weeks. If we fail to meet the delivery deadline for reasons other than those stated in clause IV, the customer may claim damages for delay of 0.5% for each full week up to a maximum of 5% of the order value, provided that they can credibly demonstrate that they have suffered damage as a result of the delay. Further claims for compensation are excluded in all cases of delayed deliveries, even if a grace period has been set. This shall not apply in the case of mandatory statutory liability in cases of wilful intent or gross negligence, whereby the limitation of liability to up to 5% of the order value shall also apply in the case of gross negligence in transactions that are part of the customer's commercial trade.

V. Dispatch and transfer of risk

The customer is obliged to immediately call off goods notified as ready for despatch on time. Otherwise, after setting a reasonable grace period, we may store the goods at our discretion at the expense and risk of the customer and invoice them as delivered.

The risk shall pass to the customer when the goods are handed over to the customer or the forwarding agent or carrier, at the latest when the goods leave the factory, even if they are dispatched by our lorries. In the case of delivery free to construction site, the agreed price is always 'free-lorry' on a passable road at ground level. Unloading, including transport to the place of use or storage, is the responsibility of the customer. In the event of default, the latter shall bear the costs and risk of unloading, stacking, storage and return transport.

VI. Liability for defects and warranty rights

We are liable for defects as well as for a guarantee of quality and durability (§ 443 BGB [German civil code]) as follows:

The warranty period is 24 months. The purchaser must give notice of defects immediately within 5 days of delivery of the goods to the purchaser. If a defect is discovered later that was not recognisable during the inspection, the complaint must be sent within the same period from the discovery of the defect. Negotiating notices of defects does not constitute us waiving the defence that the complaint was not made in good time or was insufficient.

If we are liable under the warranty, we may, at our discretion, repair or replace the goods free of charge. Replaced parts become our property. We reserve the right to decide whether to carry out a repair in our factory or at the user's premises. If the repair or replacement delivery fails - for whatever reason - the customer may, at their discretion, demand a reduction in payment or cancellation of the contract, subject to any claims for damages. The customer cannot demand compensation for futile expenses.

If a notice of defects is asserted, payments by the customer may be withheld to an extent that is in reasonable proportion to the defects in question, up to a maximum of three times the cost of remedying any defects. The customer may only withhold payments if a notice of defects has been asserted, the justification of which is beyond doubt.

In addition to the general warranty provisions of these GTC, no warranty is given for the projection, overall function and overall performance of the construction for special or test systems and devices to be created for the first time for which no experience is yet available. The warranty obligation for such systems only extends to material defects in the parts supplied by us.

The above warranty rules also apply to the dispatch/delivery of the goods to the end customer of the purchaser.

VII. Claims for damages

All claims for damages, irrespective of the legal grounds (claims arising from impossibility, delay, positive breach of contract, culpa in contrahendo, contract with protective effect in favour of third parties, tort, etc.), are excluded insofar as this is legally permissible and no other provision is contained in the terms and conditions. In the event of liability, the following applies:

As the seller, we shall be liable in cases of intent or gross negligence on the part of the seller or a representative or vicarious agent as well as in cases of culpably caused injury to life, limb or health in accordance with the statutory provisions. Otherwise, we shall only be liable under the product liability act, for culpable breach of material contractual obligations (obligations whose fulfilment is essential for the proper execution of the contract and on whose compliance the contractual partner regularly relies and may rely) or insofar as we have fraudulently concealed the defect or have assumed a guarantee for the quality of the delivery item. However, the claim for damages for the slightly negligent breach of essential contractual obligations is limited to the foreseeable damage typical for the contract, unless another of the cases listed in clause 1 or clause 2 applies at the same time.

VIII. Return of goods and restocking fee

If we voluntarily take back goods, the following applies: Only goods in a proper, saleable condition that are not customised products or orders can be returned. Upon return of the goods, the

customer will receive a refund in the amount of the value of the goods, less a restocking fee.

The refund will not be paid out, but only offset against future orders. We shall be entitled to offset any reimbursement amounts without restriction. The restocking fee is a flat rate of 10% of the value of the returned goods per item, unless a different value is agreed on the occasion of the return.

IX. Place of fulfilment, place of jurisdiction

The place of fulfilment and exclusive place of jurisdiction for both parties to the contract is Kassel, Germany. The contractual relationship shall be governed by German law to the exclusion of the UN Convention on Contracts for the International Sale of Goods (CISG).

X. Miscellaneous

Amendments and supplements to this contract must be made in text form. This also applies to amendments to this text form clause. No verbal collateral agreements have been made. Should individual provisions of this contract be or become invalid or contain a loophole, the remaining provisions shall remain unaffected. Both contracting parties undertake to replace the invalid provision with a legally permissible provision that comes closest to the economic purpose of the invalid provision or fills the gap.

(Translation of German valid version)

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