

## 1. Scope of Application

- 1.1 These General Terms and Conditions of Sale ("GTCs") shall apply to all contracts between us and our customers for the sale of goods ("Goods") and the provision of services ("Services"), provided that the customer is an entrepreneur within the meaning of section 14 of the German Civil Code (BGB), a legal entity under public law, or a special fund under public law.
- 1.2 These GTCs shall apply exclusively. Deviating, conflicting, or additional general terms and conditions of the customer shall only become part of the contract if and to the extent that we have expressly consented to their application in writing. This consent requirement shall apply in any case, for example, even if the customer refers to its general terms and conditions within the scope of the order and we do not expressly object to it.
- 1.3 These GTCs shall apply in the version valid at the time of the customer's order or, in any case, in the version last notified to the customer in text form as a framework agreement and for similar future contracts without our having to refer to them again in each case.
- 1.4 Individual agreements (e.g., framework supply agreements) and information in our order confirmation shall precede these GTCs.
- 1.5 References to the applicability of statutory provisions shall only be clarifying. Even without such clarification, the statutory provisions apply unless they are directly amended or expressly excluded in these GTCs.
- 1.6 Legally relevant declarations and notifications by the customer concerning the contract (e.g., setting deadlines, notification of defects, withdrawal) must be made in writing. Legal formal requirements and further proof, particularly in the event of doubts about the legitimacy of the person making the declaration, shall remain unaffected.

## 2. Formation of Contract and Subject Matter

- 2.1 We do not conclude contracts with consumers within the meaning of section 13 of the German Civil Code (BGB).
- 2.2 The communications to the customer designated by us as "offers" are subject to change and non-binding. They represent an invitation to the customer to place orders.
- 2.3 The customer's order shall constitute a binding offer of contract. We may accept this contractual offer within two weeks of receipt.
- 2.4 A contract shall only be concluded – also in current business transactions – if we accept the customer's order through an order confirmation. The order confirmation is decisive for the content of the respective contract.
- 2.5 The Goods are intended exclusively for the customer's internal use. Any resale or transfer to third parties is permissible only with our prior express consent.

## 3. Product Information, Quality of the Goods, Ownership

- 3.1 Documents that are part of our offer or our order confirmation (e.g., drawings, illustrations, technical data, references to standards, and information in advertising materials) do not constitute quality specifications, property warranties, or guarantees unless they are expressly designated as such in writing.
- 3.2 We reserve the right to minor deviations in the quality of the ordered Goods, particularly regarding quantity and degree of purity, provided that the deviations are customary in the trade.
- 3.3 We expressly reserve all property rights and copyrights to catalogs, technical documents, tools, molds, and other product descriptions or documents. The customer shall not make these documents and information available to third parties unless we expressly agree in writing.

## 4. Scope of Performance and Performance Risk

- 4.1 We procure the Goods only after receipt of the order. We are not obligated to maintain certain quantities in stock or assume an unlimited procurement risk.

- 4.2 We may make partial deliveries to a reasonable extent.

- 4.3 In the event of call orders or the customer's default in acceptance, we may perform immediately, in particular, to procure the material required for the entire order, manufacture and offer the entire order, or fulfill the order. Therefore, any change requests by the customer can no longer be considered after the order has been placed unless this has been expressly agreed upon in writing.

- 4.4 The customer shall notify us in writing of any special requirements for our Goods or Services in good time before the conclusion of the contract.

## 5. Delivery Period and Delay in Delivery

- 5.1 The delivery period shall be agreed upon individually or stated by us upon acceptance of the order. Otherwise, we shall notify the customer of the expected delivery period immediately as soon as we have the necessary information.
- 5.2 The delivery period shall be deemed met if we have notified the customer that the Goods are ready for dispatch at the agreed time or within the agreed period. Deliveries before the expiry of the delivery period are allowed.
- 5.3 Compliance with the delivery period is subject to clarification of all technical issues, in particular, timely receipt of all documents and information to be provided by the customer, as well as compliance with the agreed terms of payment and other obligations by the customer. If the prerequisites are unmet, the delivery period shall be extended accordingly unless we are responsible for the delay.
- 5.4 If the delivery or performance period is exceeded for reasons for which we are responsible, the customer may, after the expiry of a reasonable grace period, withdraw from the contract concerning the part not yet performed. Any claims for damages are governed by section 12 of these GTCs.
- 5.5 If we are unable to meet binding delivery deadlines for reasons for which we are not responsible ("non-availability of performance"), we shall inform the customer thereof without undue delay and, at the same time, notify the customer of the expected new delivery deadline. If the performance is also unavailable within the new delivery period, we may withdraw from the contract in whole or in part; we shall immediately refund any consideration already paid by the customer. Non-availability of the performance shall be deemed to exist, for example, (a) in the event of late delivery by our supplier if we have concluded a congruent hedging transaction, (b) in the event of other disruptions in the supply chain, for example, due to force majeure, or (c) if we have not assumed the procurement risk.
- 5.6 The occurrence of a delivery delay shall be determined following the statutory provisions. In any case, however, a reminder by the customer shall be required.
- 5.7 In the event of the customer's default in payment, we may assert a right of retention to further deliveries of Goods or Services.
- 5.8 The customer's rights under section 12 of these GTCs and our statutory rights, in particular in the event of an exclusion of the obligation to perform (e.g., due to impossibility or unreasonableness of performance or subsequent performance), shall remain unaffected.

## 6. Delivery, Transfer of Risk, Default of Acceptance, Export Control

- 6.1 Unless otherwise agreed, delivery is FCA (our registered office) Incoterms® 2020.
- 6.2 If the customer defaults to acceptance, fails to cooperate, or delays our performance for other reasons for which the customer is responsible, we may demand compensation for the resulting damage, including additional expenses (e.g., storage costs). For this purpose, a lump sum of 0.25% of the net price (delivery value) per commenced calendar week is due, starting with the delivery date or – in the absence of the delivery date – with the notification that the Goods are ready for shipment. The proof of more significant damage and our legal claims shall remain unaffected; however, the lump sum shall be credited against further claims for payment. The customer may prove

that we have incurred no damage or that the damage is less than the lump sum.

- 6.3 The customer must strictly comply with the applicable export control regulations. The direct or indirect resale of Goods or Services in countries or to companies and persons subject to export restrictions is strictly prohibited. In the event of resale, the customer shall provide us with written proof of the destination of the Goods or Services (end-use declaration) per the applicable export regulations before the resale.

## 7. Prices and Terms of Payment

- 7.1 We may adjust the agreed price to market conditions for Goods and Services delivered or provided later than four months after the conclusion of the contract or within the scope of a continuing obligation without any special agreement.
- 7.2 The respective terms of payment are set out in our order confirmation. However, we may, at any time, also within an ongoing business relationship, make a delivery in whole or in part only against advance payment. We shall declare a corresponding reservation as soon as the order is confirmed. The timeliness of payment shall be determined by the date the amount is credited to our account.
- 7.3 Upon the expiry of the payment deadline, the customer shall be in default. During the default period, interest shall be charged on the price or remuneration at the applicable statutory default interest rate. We reserve the right to assert further damages caused by default. Concerning merchants, our claim to the commercial due date interest rate according to section 353 of the German Commercial Code (HGB) shall remain unaffected.
- 7.4 No cash discount is granted. Any deductions for such a discount will not be recognized.
- 7.5 The customer shall only be entitled to rights of set-off or retention to the extent that its claim is legally established, undisputed, or based on the same contractual relationship as ours.
- 7.6 If, after the conclusion of the contract, it becomes apparent that our claim to payment of the price or remuneration is jeopardized by the customer's lack of ability to pay (e.g., by an application for the opening of insolvency proceedings), we may refuse performance following the statutory provisions and withdraw from the contract.

## 8. Force Majeure

- 8.1 The ICC Force Majeure clause (extended version) shall apply.

## 9. Hardship

- 9.1 Each party is bound to perform its contractual duties even if events have rendered performance more onerous than could reasonably have been anticipated at the time of the conclusion of the contract.
- 9.2 Notwithstanding section 9.1, where a party proves that:
- a) the continued performance of its contractual duties has become excessively onerous due to an event beyond its reasonable control (e.g., a significant change in market conditions, supply chain issues, international sanctions, considerable price increases, lockdowns, and other measures by the competent authorities, shortage of energy, material or staff, etc.) which it could not reasonably have been expected to have taken into account at the time of the conclusion of the contract; and that
  - b) it could not reasonably have avoided or overcome the event or its consequences, the parties are bound, within a reasonable time of the invocation of this section, to negotiate alternative contractual terms that reasonably allow overcoming the consequences of the event.
- 9.3 Where section 9.2 applies, but where the parties have been unable to agree on alternative contractual terms as provided for in that section 9.2, either party is entitled to request the arbitrators to adapt the contract to restore its equilibrium or to terminate the contract, as appropriate.

## 10. Retention of Title

- 10.1 We reserve title to the Goods we delivered until full payment of all present and future claims arising from the purchase contract and an ongoing business relationship ("**Secured Claims**").
- 10.2 The Goods subject to retention of title ("**Secured Goods**") may not be pledged to third parties or assigned as security before full payment of the Secured Claims. The customer shall notify us in writing without undue delay if an application for the opening of insolvency proceedings is filed or as soon as third parties (e.g., seizures) seize our Secured Goods.
- 10.3 If the customer acts in breach of contract, particularly in the event of non-payment of the purchase price due, we may withdraw from the contract following the statutory provisions and/or demand the surrender of the Secured Goods based on the retention of title. The demand for a return does not simultaneously include the declaration of withdrawal; we may demand only the return of the Secured Goods and reserve the withdrawal right. If the customer does not pay the purchase price due, we may only assert these rights if we have previously set the customer a reasonable deadline for payment without success or if setting such a deadline is dispensable under the statutory provisions.
- 10.4 Until revoked following section 10.7, the customer shall be authorized to resell and/or process the Secured Goods in the ordinary course of business. In this case, the following provisions shall also apply.
- 10.5 The retention of title shall extend to the products created by processing, mixing, or combining the Secured Goods at their total value, whereby we shall be deemed the manufacturer. If, in the event of processing, mixing, or combining with goods of third parties, their right of ownership remains, we shall acquire co-ownership in proportion to the invoice values of the processed, mixed, or combined goods. In all other respects, the same shall apply to the resulting product and the Secured Goods.
- 10.6 The customer hereby assigns to us by way of security any claims against third parties arising from the resale of the Secured Goods or the product in their entirety or the amount of our co-ownership share, if any, according to section 10.5. We accept the assignment. The obligations of the customer set out in section 10.2 shall also apply to the assigned claims.
- 10.7 The customer shall remain authorized to collect the claim in addition to us. We undertake not to collect the claim if the customer meets its payment obligations towards us, there is no deficiency in its ability to pay, and we do not assert the retention of title by exercising a right under section 10.3. If this is the case, however, we may demand that the customer immediately inform us of the assigned claims and their debtors, provide all information necessary for collection, hand over the relevant documents, and inform the debtors (third parties) of the assignment. Furthermore, we may revoke the customer's authorization to sell further and process the Secured Goods in this case.
- 10.8 If the realizable value of the securities exceeds our claims by more than 10%, we shall release securities of our choice at the customer's request.

## 11. Warranty

- 11.1 The customer's claims for defects are subject to the condition that the customer has complied with its statutory duties of inspection and notification according to Art. 38 et seq CISG. For Goods intended for installation or further processing, an inspection must occur immediately before processing. If a defect becomes apparent upon delivery, inspection, or later, the customer must notify us immediately in writing. In any case, obvious defects must be notified to us in writing within two working days of delivery, and defects that are not apparent upon inspection must be notified within the same period after discovery. If the customer fails to inspect the Goods and notify us of defects properly, our liability for the defect that was not notified in time or not properly notified is excluded in accordance with the statutory provisions. In the case of Goods intended for incorporation, attachment, installation, or further processing, this shall also apply if the defect only became apparent after the corresponding processing because of a breach of one of these

obligations; in this case, the customer shall, in particular, have no claims for reimbursement of related costs ("removal and installation costs").

- 11.2 If the delivered item is defective, we may choose whether to provide subsequent performance by remedying the defect (subsequent improvement) or by delivering an item free of defects (replacement delivery). If the type of subsequent performance we choose is unreasonable for the customer in the individual case, the customer may reject it. Our right to refuse subsequent performance under the statutory conditions shall remain unaffected.
- 11.3 We may make the subsequent performance owed dependent on the customer paying the purchase price due. However, the customer may retain a reasonable part of the purchase price in relation to the defect.
- 11.4 The customer shall give us the time and opportunity required for the subsequent performance owed, particularly to hand over the Goods complained about for inspection purposes. In the event of a replacement delivery, the customer shall return the defective item to us at our request following the statutory provisions; however, the customer shall not have a claim for return. Subsequent performance shall not include the dismantling, removal, or disassembly of the defective item or the installation, fitting, or assembly of a defect-free item if we were not initially obliged to perform these services; claims of the customer for reimbursement of related costs ("dismantling and assembly costs") shall remain unaffected.
- 11.5 We shall bear or reimburse the expenses necessary for inspection and subsequent performance, particularly transport, travel, labor, and material costs, and, if applicable, removal and installation costs, following the statutory provisions and these GTCs if a defect is present. Otherwise, we may demand reimbursement from the customer for the expenses incurred due to the unjustified request to remedy the defect if the customer knew or could have recognized that there was no defect.
- 11.6 If a reasonable period to be set by the customer for the subsequent performance has expired unsuccessfully or is dispensable under the statutory provisions, the customer may withdraw from the purchase contract or reduce the purchase price following the statutory provisions. In the case of an insignificant defect, however, the customer has no right to withdraw.
- 11.7 Our registered office is the place of subsequent performance. Notwithstanding this, the location of the Goods may also be the place of subsequent performance at our discretion.

## 12. Limitation of Liability

- 12.1 In the event of a breach of our contractual and non-contractual obligations, we shall only be liable if we are responsible for the breach.
- 12.2 Subject to statutory limitations of liability (e.g., diligence in own affairs; minor breach of duty), we shall be liable for damages in case of intent, gross negligence, and injury to life, body, or health.
- 12.3 In the event of simple negligence, we shall not be liable for loss of profit, loss of use or production, damages to reputation, or consequential damages.
- 12.4 The limitation of liability resulting from sections 12.1 to 12.3 shall also apply to third parties and to breaches of duty by persons (also in their favor) whose fault we are responsible for according to statutory provisions. They shall not apply insofar as we have fraudulently concealed a defect, have assumed a guarantee for the quality of the Goods, or mandatory statutory provisions stipulate strict liability (e.g., customer claims under the German Product Liability Act (ProdHaftG)).
- 12.5 The customer may only withdraw from or terminate the contract due to a breach of duty that does not consist of a defect if we are responsible for the breach of duty. Otherwise, the statutory requirements and legal consequences shall apply.

## 13. Limitation

- 13.1 Notwithstanding section 438 para. 1 no. 3 of the German Civil Code (BGB), the general limitation period for claims arising from material defects and defects of title is one year from delivery. However, if acceptance has been agreed upon, the limitation period commences upon acceptance.
- 13.2 If the Goods are a building or an object used for a building according to its customary use and has caused its defectiveness (building material), the limitation period is five years from delivery according to the statutory regulation provided by section 438 para. 1 no. 2 of the German Civil Code (BGB). Other special statutory provisions on the limitation period also remain unaffected, particularly in the case of claims for restitution in rem of third parties as provided by section 438 para. 1 no. 1 of the German Civil Code (BGB) or in case of fraudulent intent on the seller's part, as provided by section 438 para. 3 of the German Civil Code (BGB).
- 13.3 The above limitation periods of the law on sales also apply to contractual and non-contractual customer's claims for damages based on a defect of the Goods unless the application of the regular statutory limitation period according to sections 195, 199 of the German Civil Code (BGB) would lead to a shorter limitation period in the individual case. Claims for damages by the customer under section 13.2 of these GTCs and the German Product Liability Act (ProdHaftG) become time-barred exclusively according to the statutory limitation periods.

## 14. Confidentiality

- 14.1 The customer undertakes to keep secret all of our trade secrets within the meaning of section 2 no. 1 of the German Act on the Protection of Trade Secrets (GeschGehG), which become known to it through the business relationship and to make them available exclusively to those persons who must necessarily be involved in the performance of the respective contract ("need to know") and only to the extent that they have also been obligated in advance to maintain secrecy correspondingly. Excluded from this obligation is such confidential information that
- a) was demonstrably already known to the customer at the time of the conclusion of the respective contract or subsequently became known to the customer from a third party without violating a confidentiality agreement, statutory provisions, or official orders;
  - b) are public knowledge at the time of conclusion of the respective contract or are made public after that, insofar as this is not based on a breach of this confidentiality agreement; or
  - c) must be disclosed due to legal obligations or by court order or authority. To the extent permissible and possible, the customer obliged to disclose shall inform us in advance and allow us to take legal action against the disclosure.
- 14.2 Disclosure of our trade secrets to third parties shall only be permitted with our written consent.
- 14.3 The customer agrees not to use any trade secrets that become known during the business relationship to exploit business opportunities to our disadvantage or to impair the business relationship between us and our business partners.
- 14.4 The customer shall not exploit or imitate our trade secrets in any way outside the agreed purpose (in particular by way of so-called "reverse engineering") or have them used or imitated by third parties and, in particular, from applying for industrial property rights – particularly trademarks, designs, patents or utility models – based on these trade secrets.
- 14.5 The confidentiality obligation shall continue to apply for the duration of the business relationship with the customer and for five years after the termination of the business relationship; however, it shall be at its longest until the respective information has become generally known without a confidentiality agreement, statutory provisions, or official orders having been violated.
- 14.6 If and to the extent that trade secrets are no longer required for the agreed purpose or, at our request, even before that, the customer must immediately
- a) return or demonstrably destroy all trade secrets, including reproductions and copies, at our discretion;

- b) return or demonstrably destroy, at our option, all other materials, including materials created by the customer itself, which contain our trade secrets or allow conclusions to be drawn about them; and
- c) confirm to us in writing that he has returned or destroyed our trade secrets in the manner described.

This shall not apply if and to the extent that the statutory retention obligations of the customer provide otherwise.

- 14.7 The destruction of trade secrets shall be carried out most safely according to the current state of the art.
- 14.8 If a separate confidentiality agreement applies between us and the customer, such agreement shall take precedence over the provisions of this section 14.

#### **15. Applicable Law**

The law of the Federal Republic of Germany, including the UN Convention on Contracts for the International Sale of Goods (CISG), shall apply.

#### **16. Place of Jurisdiction and Arbitration**

- 16.1 The exclusive place of jurisdiction for all disputes arising out of or in connection with the contract or its validity shall be Düsseldorf, Germany.
- 16.2 Notwithstanding section 16.1, we may, at our discretion to have all disputes arising out of or in connection with the contract or its validity finally settled in accordance with the Arbitration Rules of the German Arbitration Institute (DIS) without recourse to the ordinary courts of law. The arbitral tribunal shall be comprised of three members. The seat of the arbitration is Mannheim, Germany. The language of the arbitration shall be English. The rules of law applicable to the merits shall be German law, including the UN Convention on Contracts for the International Sale of Goods (CISG).
- 16.3 As prospective defendants or otherwise passive parties in legal proceedings, we shall exercise our right of choice before the commencement of proceedings within two weeks of receipt of a written request from the supplier. If the supplier does not receive our written choice within this period, the supplier can no longer request arbitration proceedings and cannot raise the defense of arbitration.