

General Terms and Conditions of Delivery and Service

(As of: 07/2025)

§ 1 Scope, Form

- (1) These General Terms and Conditions of Delivery and Service ("GTC") apply to all our deliveries, services, offers, and business relationships with our customers ("Client"). These GTC apply only if the Client is an entrepreneur (§ 14 of the German Civil Code – BGB), a legal entity under public law, or a special fund under public law. Our GTC are not intended for use with consumers as defined in § 13 BGB.
- (2) Unless otherwise agreed, these GTC, in the version valid at the time of the Client's order or in any case the version most recently provided to the Client in text form, shall also apply as a framework agreement for similar future contracts, without us having to refer to them again in each individual case.
- (3) Our GTC apply exclusively. Deviating, conflicting, or supplementary general terms and conditions of the Client shall only become part of the contract if and to the extent that we have expressly agreed to their validity. This requirement of consent applies in all cases, for example, even if the Client refers to their general terms and conditions in the context of an order and we do not expressly object to them, or even if, according to the Client's general terms and conditions, acceptance of the order is deemed to constitute unconditional acceptance of the purchasing terms, or if we carry out deliveries and services without reservation or accept payments without objection. Our silence regarding any deviating terms shall never be deemed as acceptance or consent, including for future contracts.
- (4) Individual agreements made with the Client (including side agreements, additions, and amendments) and information provided in our order confirmation shall take precedence over these GTC. The content of such agreements shall be determined by a written contract or our written confirmation, subject to proof to the contrary.
- (5) Documents and information provided by us, such as illustrations, drawings, and specifications of weight and dimensions, are only binding if we have expressly designated them as part of the contract or expressly referred to them.
- (6) Legally relevant declarations and notifications by the Client with respect to the contract (e.g., setting of deadlines, notification of defects, withdrawal or reduction) must be made in writing. In the context of these GTC, "in writing" includes both written and text form (e.g., letter, e-mail, fax). Statutory formal requirements and further verification requirements, particularly in cases of doubt regarding the legitimacy of the declarant, remain unaffected.
- (7) References to the applicability of statutory provisions are for clarification purposes only. Even without such clarification, the statutory provisions shall apply unless they are directly modified or expressly excluded in these GTC.

§ 2 Conclusion of Contract

- (1) Our offers are non-binding. A contract is concluded only upon our written order confirmation. We reserve the right to make deviations from plans, descriptions, and

information in offers and written documents due to technical improvements or to comply with legal or official requirements, without the contracting partner deriving any rights from such deviations. Product information (technical data, dimensions, designs, etc.) is approximate only and does not constitute a guaranteed characteristic.

- (2) We reserve ownership and copyright rights to samples, drawings, proposals, and similar items – including in electronic form. They may not be made accessible to third parties without our permission and must be returned to us immediately upon request.

§ 3 Prices and Payment Terms

- (1) Unless otherwise agreed in individual cases, our prices valid at the time of conclusion of the contract shall apply ex works, plus statutory VAT, including loading at the factory, but excluding packaging and unloading.
- (2) In the case of a sale involving the shipment of goods (§ 5 para. 1 of these GTC), the Client shall bear the transport costs from the factory and the costs of any transport insurance requested by the Client. Any customs duties, fees, taxes, and other public charges shall be borne by the Client.
- (3) Our prices are calculated based on the wage and material costs applicable at the time the offer is made. If more than four months elapse between the conclusion of the contract and delivery, we are entitled to adjust prices accordingly in the event of price or cost increases.
- (4) Installations, assemblies, repairs, programming, training, and other services not specified in our offers will be charged based on actual time incurred, according to our applicable hourly rates, which can be requested from us. Surcharges apply for work outside regular working hours. Travel and waiting times are considered working time.
- (5) Unless otherwise agreed, payments are due as follows:
 - 30% of the agreed remuneration upon receipt of the order confirmation or signing of the contract,
 - 60% upon performance or notification of readiness for delivery/acceptance of the main components,
 - 10% upon transfer of risk.
- (6) Payments are to be made without any deductions within 10 calendar days from the date of invoice to one of our accounts. We are entitled, even within an ongoing business relationship, to perform delivery in whole or in part only against advance payment. We shall declare such a reservation at the latest with the order confirmation.
- (7) Upon expiry of the above payment period, the Client shall be in default without the need for a further reminder. The purchase price shall bear interest at the statutory default interest rate during the default period. We reserve the right to claim further damages for default. For merchants, our right to claim commercial interest from the due date (§ 353 German Commercial Code – HGB) remains unaffected.

- (8) The Client shall only be entitled to rights of set-off or retention to the extent that their claims have been legally established or are undisputed.
- (9) If, after conclusion of the contract, it becomes apparent (e.g., by application for the opening of insolvency proceedings) that our claim to the purchase price is jeopardized due to the Client's lack of ability to pay, we are entitled under statutory provisions to refuse performance and – if necessary, after setting a deadline – to withdraw from the contract (§ 321 BGB). In contracts for the manufacture of non-fungible goods (custom-made products), we may withdraw immediately; the statutory provisions on the dispensability of setting a deadline remain unaffected.

§ 4 Performance Period and Delay in Performance

- (1) Agreements regarding binding performance periods or assembly times must be made in writing. Our timely performance requires that all commercial and technical questions between us and the Client have been clarified, and that the Client has fulfilled all obligations incumbent upon them, such as providing necessary official approvals or making an agreed advance payment.
- (2) All performance periods commence on the date our order confirmation is sent. The performance period is deemed met if the contractual item has left our premises by the end of the period or if the readiness for dispatch has been notified. If acceptance is required, the acceptance date shall be decisive; alternatively, our notice of readiness for acceptance shall apply.
- (3) Call-off orders must be accepted within 4 months of the date of the order confirmation, unless other deadlines have been agreed.
- (4) If compliance with the performance period is prevented in whole or in part by force majeure – such as labor disputes, operational disruptions, natural disasters, shortages of raw materials or energy, disruptions in the supply chain, sabotage, failure of telecommunications, information systems, transport systems or energy supply, currency and trade restrictions, embargoes, sanctions, official measures, compliance with laws or government orders, epidemics or pandemics, fire, war, civil unrest or other events beyond our control – regardless of whether such events occur at our company or at a third-party company essential to fulfilling our contractual obligations, we shall be released from our obligation to perform and from any liability for damages or other contractual remedies for breach of contract for the duration of the hindrance. This also applies if we are already in default. The Client will be informed by us without undue delay.
- (5) Our delay in performance shall be determined in accordance with statutory provisions. In any case, a reminder by the Client is required. If we are in default of performance and the Client suffers a loss as a result, the Client may demand lump-sum compensation for the delay. The compensation shall amount to 0.5% of the value of the part of the total performance that cannot be used on time or in accordance with the contract due to the delay, for each full calendar week of delay, but shall not exceed 5% in total. We reserve the right to prove that the Client has suffered no loss or only a significantly lower loss than the above lump sum.

- (6) Any further claims of the Client due to delay in performance shall be governed exclusively by § 9 of these GTC.

§ 5 Delivery, Transfer of Risk, Default of Acceptance

- (1) Delivery is made ex works Kalbach, which is also the place of performance for the delivery and any subsequent performance. At the Client's request and expense, the goods will be shipped to another destination (sale by dispatch). Unless otherwise agreed, we are entitled to determine the method of shipment (in particular, the transport company, shipping route, and packaging) at our discretion.
- (2) The risk of accidental loss and accidental deterioration of the goods passes to the Client at the latest upon handover. In the case of a sale by dispatch, however, the risk of accidental loss and accidental deterioration of the goods, as well as the risk of delay, shall pass to the Client upon delivery of the goods to the carrier, freight forwarder, or any other person or institution designated to carry out the shipment. Where acceptance has been agreed, this shall be decisive for the transfer of risk.
- (3) The Client is obliged, in accordance with § 377 of the German Commercial Code (HGB), to inspect the goods without undue delay, no later than within 5 working days after delivery, for transport damage and deviations from the specifications in the order confirmation or delivery documents, and to notify us immediately in writing of any damage or deviations.
- (4) In the event of shipment by a freight forwarder, the Client must immediately notify the forwarder in the event of damage and arrange for a joint damage assessment. Transport damage that is reported late does not entitle the Client to claim damages, withdraw from the contract, or assert any right of retention.
- (5) If the Client is in default of acceptance, fails to cooperate as required, or if our performance is delayed for other reasons attributable to the Client, we are entitled to claim compensation for the resulting damages, including additional expenses (e.g., storage costs).
- (6) Our further statutory rights (particularly the right of termination) remain unaffected.

§ 6 Retention of Title

- (1) We retain title to the delivered goods until full payment has been made of all our present and future claims arising from the business relationship, including claims from contracts concluded simultaneously or at a later date (secured claims).
- (2) If the validity of the retention of title in the country of destination is subject to special conditions or formal requirements, the Client is responsible for ensuring their fulfillment.
- (3) We are entitled to inspect the goods subject to retention of title at any time and at their current location.
- (4) The Client undertakes to treat the goods subject to retention of title with care for as long as ownership has not passed to them. In particular, the Client is obliged to insure the goods adequately, at their own expense, against fire, water, and theft damage at replacement

value. If maintenance and inspection work is required, it must be carried out by the Client at their own expense.

- (5) Goods subject to retention of title may not be pledged or assigned as security to third parties prior to full payment of the secured claims. The Client must inform us immediately in writing if an application is filed for the opening of insolvency proceedings or if third parties take action against goods owned by us (e.g., by means of attachment).
- (6) In the event of a breach of contract by the Client, particularly in the event of non-payment of the due purchase price, we are entitled, in accordance with legal provisions, to withdraw from the contract and/or to demand the return of the goods based on the retention of title. A demand for return does not at the same time constitute a declaration of withdrawal; rather, we are entitled to demand only the return of the goods and to reserve the right of withdrawal. If the Client fails to pay the due purchase price, we may exercise these rights only if we have previously set the Client a reasonable deadline for payment without success or if setting such a deadline is dispensable under statutory provisions. In the event of withdrawal, the Client is obligated to return the goods without delay and bears the transport costs incurred for the return.
- (7) If, after conclusion of the contract, it becomes apparent (e.g., through an application for the opening of insolvency proceedings) that our claim to the purchase price is endangered due to the Client's lack of ability to pay, we are entitled under statutory provisions to refuse performance and — if applicable, after setting a deadline — to withdraw from the contract. In contracts for the manufacture of non-fungible items (custom-made products), we may withdraw immediately; the statutory provisions regarding the dispensability of a deadline remain unaffected.
- (8) Until revoked in accordance with subsection (c) below, the Client is authorized to resell and/or process goods subject to retention of title in the ordinary course of business. In this case, the following provisions apply in addition:
 - (a) The retention of title extends to the full value of products resulting from the processing, mixing, or combining of our goods, whereby we are considered the manufacturer. If the ownership rights of third parties remain intact after processing, mixing, or combining with their goods, we shall acquire co-ownership in proportion to the invoice values of the processed, mixed, or combined goods. Otherwise, the same applies to the resulting product as to the goods delivered under retention of title.
 - (b) The Client hereby assigns to us all claims against third parties arising from the resale of the goods or products — in total or in the amount of any co-ownership share we may hold under subsection (a) above — as security. We hereby accept the assignment. The Client's obligations under § 6 (5) of these GTC shall also apply with regard to the assigned claims.
 - (c) The Client remains authorized to collect the assigned claims alongside us. We undertake not to collect the claims ourselves as long as the Client meets their payment obligations to us, is not in default, and we do not assert the retention of title by

exercising a right under § 6 (6) of these GTC. However, if that is the case, we may demand that the Client disclose the assigned claims and their debtors, provide all necessary information for collection, hand over the relevant documents, and notify the debtors (third parties) of the assignment. In this case, we are also entitled to revoke the Client's authorization to resell and process the goods subject to retention of title. If the realizable value of the securities exceeds our claims by more than 10%, we will release securities of our choice at the Client's request.

§ 7 Acceptance

- (1) Our work services shall be deemed to have been accepted 10 working days after our notification of readiness for acceptance, unless the Client complains in writing of material defects existing within this period.
- (2) The result of the acceptance shall be recorded in a protocol signed by both parties.
- (3) If we provide only planning or project design services, our performance shall be deemed accepted 10 working days after the plans and project documentation have been received by the Client, unless the Client raises written objections to defects within this period.
- (4) The Client is only entitled to refuse acceptance if the defect nullifies or significantly reduces the ordinary and/or contractually intended use and/or the value of the work. If there are defects that do not entitle the Client to refuse acceptance, the acceptance must take place subject to the rectification of the defects.
- (5) Any refusal of acceptance or reservation of rights must be submitted without delay, in writing, specifying and describing the defect in question.
- (6) The commissioning or use of the delivered item or the object of performance by the Client shall be deemed as acceptance.

§ 8 Claims for Defects by the Client

- (1) The Client's rights in the event of material or legal defects are governed as follows:
 - (a) We are generally not liable for defects that the Client was aware of at the time of contract conclusion or failed to notice due to gross negligence (§ 442 BGB). Furthermore, the Client's claims for defects require compliance with the statutory duties of inspection and notification of defects (§ 377 HGB; see also § 5 (3) of these GTC). If a defect becomes apparent upon delivery, during inspection, or at any later point in time, we must be notified in writing without delay. Obvious defects must in any case be reported in writing within 10 working days of delivery, and hidden defects within the same period after discovery. If the Client fails to properly inspect or notify us, liability for the defect is excluded under statutory provisions. This also applies if the defect becomes apparent only after processing of goods intended for installation — in such cases, especially, no compensation for removal and reinstallation costs will be owed.
 - (b) No claims for defects shall arise if the contractual items are improperly stored, installed, commissioned, or used by the Client or third parties; in the event of faulty installation or commissioning;

due to natural wear and tear; lack of proper maintenance; non-compliance with specified maintenance intervals; use of unsuitable operating materials; or as a result of unauthorized modifications, incomplete or incorrect information from the Client, defective construction work, unsuitable foundations, unknown harmful environmental conditions, or chemical, electrochemical, electrical, or other external influences not attributable to us.

- (c) If the item was demonstrably defective at the time of the transfer of risk (§ 5), the Client may demand subsequent performance. We may choose to remedy the defect (repair) or to supply a defect-free item (replacement).
- (d) If the cost of subsequent performance is unreasonable, we may refuse to perform it.
- (e) We may make subsequent performance conditional upon the Client's payment of the due purchase price.
- (f) The Client must provide the time and opportunity necessary for subsequent performance and hand over the defective item for inspection. In the case of replacement, the Client must return the defective item to us upon request, though there is no general right to return.
- (g) In urgent cases — e.g. where operational safety is at risk or to prevent disproportionate damage — the Client may remedy the defect themselves and demand reimbursement of necessary expenses. We must be notified of such action immediately, ideally in advance. The right to remedy does not apply where we are entitled to refuse subsequent performance.
- (h) We shall bear costs for inspection and subsequent performance (e.g. transport, travel, labor, materials, and where applicable removal and installation) in accordance with statutory law and these GTC — but only if a defect actually exists and costs are not increased due to relocation of the goods. If no defect is found, we may demand reimbursement of related costs. We are not obliged to remove or reinstall the goods if we were not originally responsible for such services.
- (i) If the Client is partly responsible for the defect, e.g. by failing to mitigate damages, we are entitled to proportional compensation following subsequent performance.
- (j) Only if subsequent performance has failed twice and after a reasonable deadline set by the Client, may the Client reduce the purchase price or withdraw from the contract, subject to statutory exceptions. No right of withdrawal exists in the case of minor defects. The Client is not entitled to claim damages in addition to withdrawal.
- (k) Any further claims for damages or reimbursement of expenses are governed solely by §§ 9 and 10 of these GTC.
- (l) For the sale of used goods, defect claims are excluded unless mandatory statutory liability applies.

§ 9 Liability

- (1) Our liability – including for damages arising from breaches of duty during contract negotiations (in particular for damage not occurring to the delivered item itself) – is limited, regardless of the legal basis, to the following cases:
 - (a) Intent;
 - (b) Gross negligence by our executive bodies or senior employees;
 - (c) Culpable injury to life, body, or health;
 - (d) Fraudulently concealed defects;
 - (e) Breach of assumed guarantees of quality;
 - (f) Defects in the delivered item, to the extent that liability is mandated under the German Product Liability Act (Produkthaftungsgesetz) for personal injury or damage to privately used property.

In the event of a culpable breach of a material contractual obligation (i.e. an obligation the fulfillment of which is essential for proper performance of the contract and on which the contractual partner regularly relies and may rely), we are also liable for gross negligence by non-executive employees and for slight negligence. In the latter case, however, liability is limited to the typical damage foreseeable at the time of contract conclusion.

- (2) Compensation for pure financial loss is further limited in accordance with the principles of good faith, particularly in cases of disproportion between the contract value and the amount of damage.
- (3) Any further liability – regardless of the legal basis – is excluded, in particular for damage not caused to the delivered item itself.

§ 10 Limitation Period

- (1) All claims of the Client – regardless of their legal basis – shall become time-barred 12 months after the transfer of risk.
- (2) The statutory limitation periods apply to the Client's claims based on § 9 (1)(a)–(f) of these GTC as well as to claims based on defects in buildings or in items delivered for use in a building that have caused its defectiveness in accordance with their usual intended use.

§ 11 Installations, Repairs, and Other Services

The following provisions apply additionally to installations, repairs, and other services:

- (1) The Client shall support our personnel at their own expense in the preparation and execution of the work and shall provide the necessary assistance. In particular, the Client shall carry out all structural preparations free of charge, provide the required equipment and heavy tools (e.g., lifting devices, compressors), as well as necessary materials and supplies such as water, electricity, lighting, etc.
- (2) The Client is responsible for ensuring compliance with applicable accident prevention regulations and must take all necessary safety measures. The Client further agrees, at their own expense, to inform our personnel about existing safety regulations and hazards. Any violations of safety regulations by our personnel must be reported to us without delay.

- (3) The Client's assistance must ensure that our work can begin immediately upon the arrival of our personnel and can be carried out without interruption until acceptance by the Client.
- (4) If the Client fails to fulfill their obligations, we are entitled—but not obligated—to carry out the actions incumbent upon the Client on their behalf and at their expense. All other statutory rights and claims remain unaffected.
- (5) If we are unable to complete a service for reasons not attributable to us, the Client shall compensate us for the services already rendered and for the costs incurred up to that point.
- (6) If we allow a reasonable deadline set for the remedy of defects to expire without success—except in cases of statutory exceptions—the Client shall have the right to reduce the agreed compensation (reduction), in accordance with statutory provisions. Only if the installation, repair, or other service is demonstrably of no interest to the Client, despite the reduction, may they withdraw from the contract.
- (7) If the equipment or tools provided by us are damaged or lost without our fault while on the Client's premises, the Client is obligated to compensate for the damage. This does not apply to damage resulting from normal wear and tear.
- (8) If, during installation, repair, or other services, we replace any parts, the replaced parts become our property.

§ 12 Software

- (1) Insofar as software is included in the scope of delivery, the Client is granted a non-exclusive right to use the delivered software, including its documentation, on the designated item of delivery. Use of the software on more than one system is not permitted.
- (2) Services such as training, support, maintenance, or the provision of updates or upgrades are not owed, but may be agreed separately by contract.
- (3) The Client agrees not to remove or alter manufacturer information, particularly copyright notices, without our prior express written consent. All rights to the software and documentation, including any copies, remain with us or the software supplier.
- (4) The granting of sublicenses is not permitted.
- (5) In addition, our current General Terms and Conditions of Delivery and Service – Software – apply to all our IT services.

§ 13 Ownership, Confidentiality

- (1) All information and documents provided by us or on our behalf (e.g., samples, cost estimates, drawings) — including in electronic form — remain our exclusive intellectual property. In particular, no usage or license rights are granted. Upon our request, such materials must be returned to us immediately and in full.
- (2) The Client undertakes to treat as confidential all non-obvious information and all commercial and technical details that become known to them as a result of the business relationship, not to exploit them, and not to disclose them to third parties.

- (3) For the purposes of § 13 (2) of these GTC, "information" includes — regardless of whether conveyed in tangible, intangible, electronic, or any other form — in particular trade secrets, manufacturing processes, assembly methods, know-how, ideas, drawings, computer simulations, presentations, plans, drafts, research, developments, product information, performance data, specifications, methods, formulas, software including source code, samples, documentation, calculations, market and customer data, business relationships, business strategies, and marketing or commercial strategies.
- (4) Models, samples, and other manufacturing tools provided by us to the Client may only be used for purposes other than the operation of the contractual item with our prior written consent.

§ 14 Compliance, Export Control

- (1) The Client undertakes to comply with all applicable laws, regulations, and provisions, in particular export control regulations.
- (2) The Client shall take all necessary and appropriate measures to ensure compliance with European, national, and, where applicable, international export regulations.
- (3) The Client shall indemnify us against all claims, fines, or other penalties imposed on us as a result of the Client's violations of legal provisions in connection with our services.

§ 15 Applicable Law, Place of Jurisdiction

- (1) These GTC as well as all contracts concluded on their basis and all contractual relationships between us and the Client shall be governed exclusively by the laws of the Federal Republic of Germany, excluding conflict-of-law rules and the provisions of the United Nations Convention on Contracts for the International Sale of Goods (CISG).
- (2) If the Client is a merchant within the meaning of the German Commercial Code (HGB), a legal entity under public law, or a special fund under public law, the exclusive — including international — place of jurisdiction for all disputes arising directly or indirectly from the contractual relationship shall be our registered office in Kalbach. The same applies if the Client is an entrepreneur as defined in § 14 of the German Civil Code (BGB). However, in all cases, we are also entitled to bring action at the place of performance of the delivery obligation under these GTC or a prevailing individual agreement, or at the Client's general place of jurisdiction. Mandatory statutory provisions, in particular those regarding exclusive jurisdictions, remain unaffected.

§ 16 Final Provisions

- (1) In order to comply with the take-back obligations under § 15 of the German Packaging Act (VerpackG), we ensure the collection and proper disposal or recycling of the packaging materials we deliver. Upon the Client's request, packaging will be collected by a third party commissioned by us. The Client shall bear the costs for collection and disposal. If the packaging we delivered is not returned in accordance with this provision, the Client shall be responsible, at their own expense, for the proper and lawful disposal of the packaging.

- (2) The place of performance for all obligations of the Client toward us is our registered office in Kalbach.
- (3) Should individual provisions of these terms or of the contract be or become invalid, in whole or in part, the validity of the remaining provisions shall remain unaffected.