

General Terms and Conditions of Delivery and Payment

1.

The basis for purchase and supply contracts with our customers shall be our 'General Terms and Conditions of Delivery and Payment'. These shall also apply to all future business relationships, even if they are not expressly agreed again. At the latest upon acceptance of our delivery and services, these terms shall be deemed accepted by the customer. Our customers' terms and conditions which deviate from our terms and conditions in whole or in part shall not become part of the contract, irrespective of whether we expressly object to them or carry out the delivery without reservation. They shall apply only if we expressly agree them with the respective customer on a case-by-case basis.

2.

Our offer is non-binding unless we expressly declare that we will be bound by it for a specified period. Documents attached to the offer are for general information purposes only and, unless expressly designated by us as binding, shall be regarded as samples of a similar nature. Deviations which are customary in trade, required by legal provisions, technically necessary, or constitute technical improvements, as well as the replacement of (construction) parts with equivalent parts, shall be permissible provided that they do not impair suitability for the contractually intended purpose. Our designs shall remain our intellectual property.

3.

We shall be deemed to have accepted our customers' orders if we do not object to or reject them within four (4) weeks of receipt.

4.

The assignment of claims against us to third parties shall not be permitted without our consent.

The customer shall only be entitled to set-off if its counterclaims are undisputed or have been finally adjudicated. The customer shall only be entitled to exercise a right of retention if its counterclaim is based on the same contractual relationship.

5.

The contract presupposes the use of our services within the area of application. Use means that the service, according to its nature and intended purpose, is installed in or attached to another item. Any use beyond the intended application area is at the customer's own risk. The application area is the state where the delivery location (mainland) is located, unless otherwise agreed. The customer is obliged to specify the intended area of use accurately. Otherwise, we shall be entitled to claims with respect to all consequences arising from use outside the intended area of application (e.g. damages); in particular, we shall be entitled to withdraw from the contract.

The prices apply to the use of our services within the specified area of application. If use outside the intended area of application (by the customer or third parties, e.g. following resale by the customer) is intended, the customer must notify us prior to conclusion of the contract; the conditions under which a contract can be concluded must then be negotiated.

If the customer or a third party (e.g. following resale) uses our services outside the intended area of application, no claims shall arise in connection with any defects in our services, in particular claims for reimbursement of expenses and costs, to the extent that such claims, whether in principle or in amount, are attributable to use outside the intended area of application. In particular, any additional costs shall be borne by the customer.

6.

Any deadlines and dates indicated by us are always approximate unless a binding deadline or date has been expressly promised or agreed. These may be extended or postponed, in particular if we are dependent on deliveries from our suppliers.

If the customer is in default with respect to their obligations, we may refuse to perform our services until the counter-performance has been rendered.

Agreed delivery deadlines shall not commence until all details of the order have been clarified, any necessary approvals have been obtained, and the conditions required for delivery or installation have been met.

7.

We shall not be liable for impossibility of performance/delivery or for delays in performance/delivery insofar as these are caused by force majeure, a pandemic, or other events that were not foreseeable at the time the contract was concluded. These may include, for example, operational disruptions of any kind, difficulties in procuring materials or energy, transport delays, strikes, lawful lockouts, delays in obtaining necessary official permits, official measures, or the non-delivery, incorrect delivery, or delayed delivery by suppliers, provided that we are not responsible for these circumstances. In such cases, we will inform the customer without undue delay that performance/delivery is not possible or will be delayed.

If such events significantly impede or render the performance/delivery impossible, and if the impediment is not merely temporary, we may withdraw from the contract. If the obstacles are temporary, the delivery or performance deadlines shall be extended, or the execution or delivery dates postponed, by the duration of the obstruction plus a reasonable restart period. If, as a result of the delay, acceptance of the performance/delivery cannot reasonably be expected of the customer, taking both parties' interests into account, the customer may withdraw from the contract by means of an immediate written declaration to us.

8.

Delivery shall be made ex warehouse (our registered office), which shall also be the place of performance. At the customer's request and expense, the goods may be shipped to another destination (in particular, we may determine the transport company, shipping route, and packaging at our discretion).

The risk of accidental loss and accidental deterioration of the goods shall pass to the customer no later than upon handover. In the case of a shipment sale, however, the risk of accidental loss and accidental deterioration of the goods (with the commencement of the loading process being decisive) shall pass to the customer upon transfer to the freight forwarder, carrier, or any other third party designated to carry out the shipment. This shall also apply in the case of partial deliveries. If shipment or handover is delayed due to a circumstance attributable to the customer, the risk shall pass to the customer on the day on which the goods are ready for shipment and we have notified the customer thereof.

If the customer is in default of acceptance, culpably fails to perform a required act of cooperation, or if our delivery is delayed for other reasons attributable to the customer, we shall be entitled to claim compensation for the resulting damage, including additional expenses (e.g. storage costs).

9.

We are entitled to make partial deliveries provided that the partial delivery is usable for the customer within the scope of the contractual intended purpose, the delivery of the remaining ordered goods is ensured, and the customer does not incur any significant additional effort or extra costs as a result, unless we agree to assume such costs. We are entitled to issue partial invoices for the services rendered, in the amount of the value of the goods delivered in each case, including any applicable VAT shown thereon.

10.

Our prices apply to deliveries without installation, ex works, excluding packaging, freight costs, and transport insurance.

11.

Wage increases and price increases by our suppliers occurring between the quotation and delivery shall entitle us to adjust the prices accordingly and reasonably, even if they differ from the agreed prices, provided that delivery does not take place within four months. This shall also apply to fixed prices if a delay in delivery is attributable to the customer.

12.

All prices are stated in euros. Accordingly, payments shall be made in euros.

Unless otherwise agreed, payments are due as follows: for invoices up to EUR 2,000 to EUR 20,000, 50% of the amount is due upon order confirmation and 50% prior to delivery, without deduction. For order values exceeding this, one third shall be due upon notification of readiness for shipment and one third immediately after delivery, without deduction, unless we agree a different method of payment with the customer in individual cases.

We grant discounts only if previously agreed in writing.

If a cash discount (skonto) has been agreed, the customer is not entitled to deduct it if any older due obligations arising from the

business relationship remain outstanding. Incoming payments shall be applied in the following order: costs, interest, and then the oldest outstanding claim. The customer waives the right of election under Section 366 of the German Civil Code (BGB) to determine a different order of set-off, unless this would result in unreasonable disadvantage to the customer.

If, after conclusion of the contract, it becomes apparent that our claim to the purchase price is jeopardized due to the customer's inability to perform (e.g. through an application for the opening of insolvency proceedings filed by the customer or a third party, or the opening of insolvency proceedings over the customer's assets), we shall be entitled to refuse performance and – where applicable after setting a deadline – to withdraw from the contract (Section 321 of the German Civil Code (BGB)). Furthermore, in such cases we may make any outstanding performance dependent on advance payment. In the case of contracts for the manufacture of non-fungible goods (custom-made products), we may declare withdrawal from the contract immediately; the statutory provisions regarding the dispensability of setting a deadline shall remain unaffected.

13.

The goods delivered and services provided by us shall remain our property until the customer has satisfied all our claims against them, including those arising from past and future deliveries and services, as well as ancillary claims and claims for damages, in particular until any outstanding balance has been settled.

Processing, installation, and transformation of our delivered goods and services shall always be carried out on our behalf, excluding acquisition of ownership pursuant to Section 950 of the German Civil Code (BGB), without any obligation arising for us therefrom. In the event of processing, installation, or transformation with other goods not owned by us, we shall be entitled to co-ownership of the new item in proportion to the value of our goods, based on the invoice value, with the result that the new item shall be deemed reserved goods within the meaning of these terms and conditions. Prior to the settlement of all claims we have against the customer, pledging or transfer of ownership by way of security is prohibited. The customer hereby assigns to us, by way of security, the claims arising from the resale of the goods subject to retention of title, including all ancillary rights and any balance claims under current account agreements, as well as claims arising from processing or combination. This shall equally apply to claims of the customer against third parties arising from any other legal basis, including insurance benefits, tortious acts, and any other legal grounds relating to the goods or services subject to retention of title. If the customer's other contracting party has validly excluded the assignment of claims against them, the customer and we shall, in our internal relationship, be treated as if the aforementioned claims assigned to us in advance had been effectively assigned to us. We are authorised to collect the claims in the customer's name and for our account once the customer is no longer entitled to collect the claims in their own name. If the customer has sold the receivables within the scope of genuine factoring, our claim shall become due immediately, and the customer shall assign to us the claim against the factor that takes its place and shall promptly forward the proceeds of the sale to us. We hereby accept this assignment. The customer is authorised, as long as they duly fulfil their payment obligations towards us, to collect the assigned claims in their own name and for their own account. The authorisation to collect the claims shall lapse upon our revocation, and at the latest upon the customer's failure to fulfil their obligations towards us or in the event of a significant deterioration in the customer's financial circumstances. In the latter case, we may threaten to take over the collection of the claims after setting a deadline. After expiry of the deadline, we shall be entitled to inform the customer's purchasers of the assignment and to collect the claims ourselves.

The customer is obliged, upon request, to provide us with a detailed list of the claims assigned to us in the manner described above, including the names and addresses of the customers, the amount of each claim, invoice dates, etc., and to provide all information necessary for the enforcement of the assigned claims and to permit verification of such information. If we repossess the delivered goods on the basis of retention of title, this shall only constitute a withdrawal from the contract if we expressly declare such withdrawal. We shall be entitled to satisfy our claims from the goods repossessed under retention of title by way of private sale. The customer shall store the goods subject to retention of title for us free of charge. The customer shall insure the goods against customary risks, such as fire, theft, and water damage, to the usual extent. The customer hereby assigns to us, in the amount of the invoice value of the goods, any compensation claims to which they are entitled against insurance companies or other parties liable for compensation arising from the above-mentioned types of damage. We hereby accept the assignment.

In the event that we have obtained or obtain excessive collateral security exceeding 20% of our claims, we shall, at the customer's

request, release securities of our choice to the extent necessary and shall be obliged to do so.

All claims as well as the rights arising from retention of title in all forms specified in these terms and conditions shall remain in force until full release from any contingent liabilities that we have assumed in the customer's interest.

14.

Minor defects shall not entitle the customer to refuse acceptance of our delivery or services. By way of derogation from Section 438(1) No. 3 of the German Civil Code (BGB), the general limitation period for claims arising from material defects and defects of title shall be one year from delivery/hand-over. However, if the goods are items that have been used in accordance with their customary use for a building and have caused its defectiveness, the statutory limitation period shall apply (Section 438(1) No. 2 of the German Civil Code (BGB)). The customer's claims arising from defects that have occurred shall be limited to subsequent performance. If subsequent performance fails, the customer shall be entitled to reduce the agreed price or withdraw from the contract. If parts are replaced as part of defect rectification, they shall become our property.

The delivered goods shall be carefully inspected immediately upon delivery/hand-over to the customer or to a third party designated by the customer. They shall be deemed approved unless we receive a written or text-form notice of defects regarding obvious defects or other defects that were detectable upon immediate and careful inspection, without undue delay after delivery/hand-over of the goods (in the case of obvious defects), or otherwise without undue delay after discovery of the defect, or at any earlier point in time at which the defect would have been recognizable to the customer during normal use of the goods without closer inspection. As a general rule, "without undue delay" shall mean a period of three working days. If the customer fails to comply with this deadline, they shall be excluded from asserting the corresponding defect claims. In all other respects, Sections 377 of the German Commercial Code (HGB) shall apply. Section 381 of the German Commercial Code (HGB) shall apply, provided that the customer is a merchant.

The customer shall grant us the time and opportunity necessary for the subsequent performance owed, in particular by handing over the goods complained of for inspection purposes. In the event of replacement delivery, the customer shall return the defective item to us in accordance with the statutory provisions. Subsequent performance does not include the removal of the defective item nor its reinstallation if we were not originally obliged to install it.

If the customer requests that we remedy a defect, we shall examine the subject matter of the request. If a request by the customer for rectification of defects proves to be unjustified, we may demand reimbursement from the customer, provided the customer is a merchant, for the costs incurred as a result of the subsequent inspection and/or the performance of work (in particular transport, travel, labour, and material costs). Billing shall be based on our prices applicable at the time of the request.

15.

Place of performance and jurisdiction for our business transactions with merchants shall be Hof. However, we shall also be entitled to bring legal action at the customer's general place of jurisdiction or at the court having jurisdiction for the agreed place of delivery. Each contract shall be governed by German law, excluding the UN Convention on Contracts for the International Sale of Goods (CISG).