

General Terms and Conditions

§ 1 Scope of Application, Form

- (1) These General Terms and Conditions ("GTC") shall apply to all business relationships with our customers ("Buyer"). The GTC shall apply only where the Buyer is an entrepreneur ("Unternehmer" within the meaning of § 14 German Civil Code (BGB)), a legal person under public law, or a special fund under public law.
- (2) The GTC shall apply in particular to contracts for the sale and/or delivery of movable goods ("Goods"), irrespective of whether we manufacture the Goods ourselves or purchase them from suppliers (§§ 433, 650 BGB). Unless otherwise agreed, the GTC, in the version valid at the time of the Buyer's order or, in any event, in the version most recently communicated to the Buyer in text form, shall also apply as a framework agreement to similar future contracts without the need for us to refer to them in each individual case.
- (3) Our GTC shall apply exclusively. Any differing, conflicting or supplementary terms and conditions of the Buyer shall become part of the contract only if and to the extent that we have expressly agreed to their application. This requirement for consent shall apply in all cases, including where the Buyer refers to its own terms and conditions in the course of placing an order and we do not expressly object thereto.
- (4) Individual agreements (e.g. framework supply agreements, quality assurance agreements) and the information contained in our order confirmation shall take precedence over these GTC. In case of doubt, trade terms shall be interpreted in accordance with the Incoterms® issued by the International Chamber of Commerce (ICC) in Paris, in the version in force at the time the contract is concluded.
- (5) Legally relevant declarations and notices by the Buyer relating to the contract (e.g. the setting of deadlines, notification of defects, withdrawal or reduction of the purchase price) shall be made in writing. For the purpose of these GTC, the requirement of writing shall be satisfied by written form and text form (e.g. letter or email). Any statutory formal requirements and any further evidence required, in particular where there is doubt as to the authority of the person making the declaration, shall remain unaffected.
- (6) References to statutory provisions are included for clarification purposes only. Accordingly, even without such clarification, the statutory provisions shall apply unless they are directly amended or expressly excluded in these GTC.

§ 2 Formation of Contract

- (1) Our offers are subject to change and non-binding. This shall also apply where we have provided the Buyer with catalogues, technical documentation (e.g. drawings, plans, calculations, cost estimates, references to DIN standards), other product descriptions or documents, including in electronic form, in respect of which we reserve ownership rights and copyright.
- (2) The Buyer's order for the Goods shall constitute a binding offer to enter into a contract. Unless otherwise stated in the order, we shall be entitled to accept such contractual offer within 10 days of receipt.
- (3) Acceptance may be declared either in writing or in text form (e.g. by order confirmation) or by delivery of the Goods to the Buyer.

§ 3 Delivery Period and Delay in Delivery

- (1) The delivery period shall be agreed individually or specified by us upon acceptance of the order.
- (2) If we are unable to comply with binding delivery periods for reasons beyond our control (non-availability of performance), we shall inform the Buyer thereof without undue delay and, at the same time, notify the Buyer of the expected new delivery period. If performance is still unavailable within the new delivery period, we shall be entitled to withdraw from the contract in whole or in part; any consideration already provided by the Buyer shall be reimbursed without undue delay. Performance shall be deemed unavailable, for example, where our supplier fails to deliver to us in due time despite our having concluded a matching covering transaction, where there are other disruptions in the supply chain, including due to force majeure, or where we are not obliged to procure the Goods in the individual case.
- (3) The occurrence of delay in delivery shall be determined in accordance with the statutory provisions. In all cases, however, a reminder from the Buyer shall be required. If we are in delay, the Buyer may claim liquidated damages for the loss suffered as a result of the delay. Such liquidated damages shall amount to 0.5% of the net price (delivery value) of the delayed Goods for each completed calendar week of delay, up to a maximum of 5% of the delivery value of the delayed Goods. We reserve the right to prove that the Buyer has suffered no loss at all or only substantially less loss than the above lump-sum amount.
- (4) The Buyer's rights pursuant to § 8 of these GTC 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 and/or subsequent performance), shall remain unaffected.

§ 4 Delivery, Passing of Risk, Acceptance, Default of Acceptance, Returnable Packaging

- (1) Delivery shall be ex works from our warehouse, which shall also be the place of performance for the delivery and any subsequent performance. At the Buyer's request and expense, the Goods shall be shipped to another destination (shipment contract). Unless otherwise agreed, we shall be entitled to determine the method of shipment (in particular the carrier, shipping route, and packaging).
- (2) The risk of accidental loss and accidental damage to the Goods shall pass to the Buyer no later than upon delivery of the Goods. In the case of a shipment contract, however, the risk of accidental loss of and accidental damage to the Goods, as well as the risk of delay, shall pass upon delivery of the Goods to the freight forwarder, carrier or other person or institution designated to carry out the shipment. Where acceptance has been agreed, such acceptance shall be decisive for the passing of risk. In all other respects, the statutory provisions governing contracts for work and services shall apply mutatis mutandis to any agreed acceptance procedure. Delivery or acceptance shall be deemed to have occurred if the Buyer is in default of acceptance.
- (3) If the Buyer is in default of acceptance, fails to cooperate, or if our delivery is delayed for any other reason attributable to the Buyer, we shall be entitled to claim compensation for the resulting loss, including additional expenses (e.g. storage costs). For this purpose, we shall charge a flat-rate compensation of EUR 47.50 per pallet space per month, commencing upon expiry of the delivery period or, where no delivery period has been agreed, upon notification that the Goods are ready for dispatch.
Proof of greater loss and our statutory claims (in particular reimbursement of additional expenses, reasonable compensation, and termination rights) shall remain unaffected; however, the lump-sum amount shall be credited against further monetary claims. The Buyer shall remain entitled to prove that we have suffered no loss at all or only substantially less loss than the above lump-sum amount.
- (4) Any returnable packaging provided by us and identified as such on the invoice shall be handled with due care and may only be used for storing the delivered products. After being emptied, it shall be returned carriage paid and in good, reusable condition. The Buyer shall be liable for any damage to returnable packaging caused by the Buyer.
- (5) Returnable tank pallets (containers on pallets) must be

returned within 4 weeks; all other returnable packaging must be returned within 3 months. If these periods are exceeded, the packaging shall be charged to the Buyer at replacement value. Such invoices shall be due and payable immediately without deduction.

§ 5 Prices and Payment Terms

- (1) Unless otherwise agreed in an individual case, our prices valid at the time the contract is concluded shall apply, ex warehouse, plus statutory VAT.
- (2) In the case of a shipment contract (§ 4(1)), the Buyer shall bear the transport costs from the warehouse and the costs of any transport insurance requested by the Buyer. The Buyer shall also bear all customs duties, fees, taxes and other public charges.
- (3) The purchase price shall be due and payable within 30 days of invoicing and delivery or acceptance of the Goods. However, we shall be entitled at any time, including within the framework of an ongoing business relationship, to make delivery, in whole or in part, only against advance payment. Any such reservation shall be declared no later than in the order confirmation.
- (4) Upon expiry of the above payment period, the Buyer shall be in default of payment. During the period of default, interest shall accrue on the purchase price at the applicable statutory default interest rate. We reserve the right to claim further loss arising from the default. Our entitlement to commercial interest from the due date pursuant to § 353 German Commercial Code (HGB) shall remain unaffected in relation to merchants.
- (5) The Buyer shall be entitled to rights of set-off or retention only insofar as its claim has been finally adjudicated or is undisputed. In the event of defects in the delivery, the Buyer's counter-rights, in particular pursuant to § 7(6), sentence 2 of these GTC, shall remain unaffected.
- (6) If, after conclusion of the contract, it becomes apparent (e.g. through the filing of an application to commence insolvency proceedings) that our claim for payment of the purchase price is jeopardised by the Buyer's inability to perform, we shall be entitled, in accordance with the statutory provisions, to refuse performance and, where applicable after setting a reasonable deadline, to withdraw from the contract (§ 321 BGB). In the case of contracts for the manufacture of non-fungible goods (custom-made products), we may declare withdrawal immediately; the statutory provisions governing circumstances in which no deadline is required shall remain unaffected.

§ 6 Retention of Title

- (1) We retain title to the Goods sold until full payment of all present and future claims arising from the purchase

contract and any ongoing business relationship (secured claims).

- (2) Until the secured claims have been paid in full, the Goods subject to retention of title may neither be pledged to third parties nor assigned by way of security. The Buyer shall notify us immediately in writing if an application for the commencement of insolvency proceedings is filed or if third parties take enforcement measures against our Goods (e.g. by way of attachment or seizure).
- (3) In the event of a breach of contract by the Buyer, in particular failure to pay the purchase price when due, we shall be entitled, in accordance with the statutory provisions, to withdraw from the contract and/or demand return of the Goods on the basis of the retention of title. A demand for return of the Goods shall not in itself constitute a declaration of withdrawal; rather, we shall be entitled merely to demand return of the Goods while reserving the right to withdraw from the contract. If the Buyer fails to pay the purchase price when due, we may assert these rights only after unsuccessfully setting the Buyer a reasonable deadline for payment, unless such deadline is not required under the statutory provisions.
- (4) Until revoked in accordance with subsection (c) below, the Buyer shall be authorised to resell and/or process the Goods subject to retention of title in the ordinary course of business. In such case, the following provisions shall apply in addition.
 - (a) The retention of title shall extend to products resulting from the processing, mixing or combination of our Goods at their full value, and we shall be deemed to be the manufacturer thereof. If, in the event of processing, mixing or combination with goods belonging to third parties, their ownership rights continue to exist, 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 as applies to the Goods delivered subject to retention of title.
 - (b) The Buyer hereby assigns to us by way of security all claims arising from the resale of the Goods or the resulting product against third parties, either in full or, where applicable, in proportion to our co-ownership share pursuant to the foregoing paragraph. We hereby accept such assignment. The obligations of the Buyer set out in paragraph (2) shall also apply with respect to the assigned claims.
 - (c) The Buyer shall remain authorised to collect assigned claims alongside us. We undertake not to collect such claims for as long as the Buyer meets its payment obligations towards us, there is no deterioration in the Buyer's financial condition, and we do not exercise our retention of title rights pursuant to paragraph (3). If these conditions are not met, we may require the Buyer to disclose the assigned

claims and the respective debtors, provide all information necessary for collection, hand over the relevant documentation and notify the debtors (third parties) of the assignment. In such case, we shall also be entitled to revoke the Buyer's authority to resell and process the Goods subject to retention of title.

- (d) If the realisable value of the securities exceeds our claims by more than 10%, we shall, at the Buyer's request, release securities of our choosing.

§ 7 Buyer's Claims for Defects

- (1) Unless otherwise provided below, the statutory provisions shall apply to the Buyer's rights in the event of defects in quality or title (including incorrect delivery, short delivery and defective instructions). The statutory provisions governing consumer sales (§§ 474 et seq. BGB) and the Buyer's rights arising from separately granted warranties, in particular those provided by the manufacturer, shall remain unaffected.
- (2) The primary basis of our liability for defects shall be the agreement reached regarding the quality of the Goods and their intended use (including accessories and instructions). For the purposes of such agreement on quality, all product descriptions and manufacturer specifications which form part of the individual contract, or which were publicly disclosed by us (in particular in catalogues or on our website) at the time the contract was concluded shall be deemed agreed. Where no agreement on quality has been made, whether a defect exists shall be determined in accordance with the statutory provisions (§ 434(3) BGB). In this respect, public statements made by the manufacturer or on its behalf, in particular in advertising or on the Goods' labels, shall take precedence over statements made by other third parties.
- (3) As a matter of principle, we shall not be liable for defects of which the Buyer was aware at the time the contract was concluded or of which the Buyer was unaware solely as a result of gross negligence (§ 442 BGB). Furthermore, the Buyer's claims for defects presuppose compliance with its statutory obligation to inspect and notify defects (§§ 377, 381 HGB). In the case of building materials and other Goods intended for installation or other further processing, inspection shall in all cases be carried out immediately before such installation or processing. If a defect becomes apparent upon delivery, during inspection or at any later time, we must be notified thereof in writing without undue delay. In all cases, obvious defects must be notified in writing within 2 working days of delivery, and defects not detectable upon inspection must be notified within the same period following their discovery. If the Buyer fails to properly

inspect the Goods and/or notify defects, our liability for the defect not notified, not notified in due time, or not notified properly shall be excluded in accordance with statutory provisions. In the case of Goods intended for installation, attachment or assembly, this shall also apply where the defect became apparent only after the relevant processing as a result of a breach of one of these obligations; in such case, the Buyer shall in particular have no claim for reimbursement of the associated costs ("costs of removal and reinstallation").

- (4) If the delivered Goods are defective, we shall initially be entitled to choose whether to provide subsequent performance by remedying the defect (repair) or by delivering defect-free Goods (replacement delivery). If the type of subsequent performance selected by us is unreasonable for the Buyer in the individual case, the Buyer may reject it. Our right to refuse subsequent performance under the statutory provisions shall remain unaffected.
- (5) We shall be entitled to make the subsequent performance owed conditional upon the Buyer paying the purchase price due. However, the Buyer shall be entitled to withhold a reasonable proportion of the purchase price having regard to the defect.
- (6) The Buyer shall grant us the time and opportunity necessary for the subsequent performance owed, and in particular shall make the Goods in question available for inspection. In the event of replacement delivery, the Buyer shall, upon our request, return the defective items in accordance with the statutory provisions; however, the Buyer shall have no right of return. Subsequent performance shall include neither the removal, dismantling or deinstallation of the defective item nor the installation, attachment or commissioning of a defect-free item where we were not originally obligated to provide such services; any claims of the Buyer for reimbursement of the associated costs ("costs of removal and reinstallation") shall remain unaffected.
- (7) We shall bear or reimburse the expenses necessary for inspection and subsequent performance, in particular transport, travel, labour and material costs and, where applicable, costs of removal and reinstallation, in accordance with the statutory provisions and these GTC, provided that a defect actually exists. Otherwise, we may require the Buyer to reimburse the costs incurred as a result of an unjustified request for remedy of a defect if the Buyer knew or ought to have known that no defect in fact existed.
- (8) In urgent cases, for example where operational safety is endangered or in order to prevent disproportionate damage, the Buyer shall be entitled to remedy the defect itself and to claim reimbursement from us of the objectively necessary expenses incurred for that purpose. We must be notified of any such self-remedy without undue delay and, where possible, in advance. The Buyer's right of self-remedy shall not apply where we would be entitled under the statutory provisions to refuse the corresponding subsequent performance.

- (9) If a reasonable period to be set by the Buyer for subsequent performance expires without success, or if such period is not required under the statutory provisions, the Buyer may, in accordance with the statutory provisions, withdraw from the purchase contract or reduce the purchase price. However, there shall be no right to rescind the contract in the case of an insignificant defect.
- (10) Claims by the Buyer for reimbursement of expenses pursuant to § 445a(1) BGB shall be excluded unless the final contract in the supply chain is a consumer sale (§§ 478, 479 BGB) or a consumer contract for the supply of digital products (§§ 445c sentence 2, 327(5), 327u BGB). The Buyer's claims for damages or reimbursement of futile expenses (§ 284 BGB) in the event of defects in the Goods shall exist only in accordance with §§ 8 and 9 below.

§ 8 Other Liability

- (1) Unless otherwise provided in these GTC, including the provisions set out below, we shall be liable for breaches of contractual and non-contractual obligations in accordance with the statutory provisions.
- (2) We shall be liable for damages, irrespective of the legal basis, in cases of intent and gross negligence. In cases of ordinary negligence, subject to statutory limitations of liability (e.g. duty of care in one's own affairs; insignificant breach of duty), we shall be liable only
 - a) for damage arising from injury to life, body or health;
 - b) for damage arising from the breach of a material contractual obligation (an obligation the proper performance of which is essential for the performance of the contract and on the observance of which the other party regularly relies and may reasonably rely); in such case, however, our liability shall be limited to compensation for foreseeable loss typically occurring under the contract.
- (3) The limitations of liability resulting from paragraph (2) shall also apply in favour of third parties and in the event of breaches of duty by persons whose fault we are responsible for under the statutory provisions. They shall not apply where a defect has been fraudulently concealed, where a guarantee as to the quality of the Goods has been assumed, or to claims of the Buyer under German Product Liability Law.
- (4) In the event of a breach of duty which does not consist of a defect, the Buyer may only rescind or terminate the contract if we are responsible for the breach of duty. Any right of the Buyer to terminate the contract at will (in particular pursuant to §§ 650, 648 BGB) is excluded. In all other respects, the statutory requirements and legal consequences shall apply.

§ 9 Unforeseeable Events/Force Majeure

We shall not be liable for impossibility of performance or delivery, or for delays in performance or delivery, where these are caused by force majeure or other events not foreseeable at the time the contract was concluded, in particular

- natural events such as earthquakes, floods, tidal waves, landslides, cyclones, hurricanes, typhoons, storms, lightning strikes, forest fires, major fires, epidemics, pandemics, frost or drought;
 - governmental measures such as export or import bans, business closures, blockades, closure of transport routes, boycotts, embargoes or effective foreign exchange restrictions, unless the risk of such measures is expressly allocated to one of the parties under this contract;
 - unforeseeable strikes,
- for which we are not responsible.

Where such events substantially impede or render impossible our delivery or performance and the hindrance is not merely temporary, we shall be entitled to withdraw from the contract. In the event of temporary impediments, the delivery or performance periods shall be extended, or the delivery or performance dates postponed, by the duration of the impediment plus a reasonable start-up period.

Where, due to the delay, it is unreasonable to expect the Buyer to accept the delivery or performance, the Buyer may withdraw from the contract by giving us prompt written notice.

§ 10 Limitation Periods

- (1) Notwithstanding § 438(1) no. 3 BGB, the general limitation period for claims arising from defects in quality or title shall be one year from delivery. Where acceptance has been agreed, the limitation period shall commence upon acceptance.
- (2) Where the Goods consist of a building or an item which, in accordance with its customary use, has been used for a building and has caused its defectiveness (building material), the limitation period shall be 5 years from delivery in accordance with the statutory provision (§ 438(1) no. 2 BGB). Further statutory special provisions relating to limitation periods shall remain unaffected (in particular § 438(1) no. 1, § 438(3), §§ 444 and 445b BGB).
- (3) The above limitation periods applicable under sales law shall also apply to the Buyer's contractual and non-contractual claims for damages arising from a defect in the Goods, unless application of the ordinary statutory limitation period (§§ 195, 199 BGB) would result in a shorter limitation period in the individual case. Claims for damages by the Buyer pursuant to § 8(2), sentence

1 and sentence 2(a), and claims under German Product Liability Law, shall be subject exclusively to the statutory limitation periods.

§ 11 Governing Law and Jurisdiction

- (1) These GTC and the contractual relationship between us and the Buyer shall be governed by the laws of the Federal Republic of Germany, excluding uniform international law, in particular the United Nations Convention on Contracts for the International Sale of Goods.
- (2) If the Buyer is a merchant within the meaning of the German Commercial Code (HGB), a legal person under public law or a special fund under public law, the exclusive place of jurisdiction, including international jurisdiction, for all disputes arising directly or indirectly from the contractual relationship shall be our registered office in Siegen. The same shall apply where the Buyer is an entrepreneur within the meaning of § 14 BGB. However, in all cases we shall also be entitled to bring proceedings at the place of performance of the delivery obligation pursuant to these GTC or any overriding individual agreement, or at the Buyer's general place of jurisdiction. Mandatory statutory provisions, in particular those concerning exclusive jurisdiction, shall remain unaffected.

Applicable from 1 June 2026