

1. Scope of Application: Our delivery of goods and services are subject to these Conditions of Sale and additionally the applicable statutory law only. Terms that vary therefrom, including any general conditions of purchaser, shall only be considered binding if they have been confirmed by us in written form. Our delivery of goods, performance of services or acceptance of payments does not constitute acceptance on our part of terms that vary from these Conditions of Sale and the applicable statutory law. Insofar as these Conditions of Sales contain provisions in respect of our goods, these shall apply accordingly to our services.

2. Offers, Contracts, Communication:

2.1 Our offers are made subject to confirmation. A contract is only formed when we give order confirmation in writing or when orders are fulfilled by us.

2.2 In the context of any communication with us, purchaser must check that his contact person is a legitimate representative of our company (e.g., by excluding the possibility of the system being used having been compromised). Any conspicuous incidents must be immediately reported to us in writing.

3. Form:

3.1 For the purposes of these Conditions of Sale, (a) "in writing" means in text form (including email, facsimile, computer-generated letters and telegrams), and (b) "written form" means a hand-signed document. Any amendment or supplement to these Conditions of Sale including this Section 3.1, and any termination or mutually agreed cancellation of a contract shall be made in written form.

3.2 Other statements and notices shall be made in writing.

4. Prices: Unless otherwise agreed in writing, our prices are quoted ex works and do not include the packaging costs. Value added tax shall be payable additionally at the statutory rate in effect on the invoice date.

5. Payment, Set-off, Change of Bank Account Details:

5.1 Unless agreed otherwise in writing, payment to us by purchaser shall be effected latest upon dispatch or delivery of the goods or the performance of services. Notwithstanding any prior credit approval, if purchaser fails to pay in full or dispute in good faith for any one invoice when payment is due, or purchaser's credit/financial conditions become materially impaired (in particular and without limitation in case that our credit insurance or other coverage is reduced or withdrawn), we reserve the right, among other remedies and without any liability, (a) to cancel any order or to terminate the contract, (b) to suspend or terminate any shipments of goods, or (c) to require payment in advance, "cash on delivery" or other security for future deliveries as we may determine to be appropriate in our sole and exclusive discretion.

5.2 Set-off by purchaser is permitted only for claims that are undisputed or have been upheld by final decision of a court of competent jurisdiction.

5.3 We will notify purchaser in writing of any intended changes to our bank account details with at least two weeks' notice.

5.4 Any inspection or security measures taken by purchaser to verify our bank account details must be carried out in good time. The agreed payment terms remain unaffected.

5.5 If purchaser wishes to change his bank account details and participates in the SEPA direct debit procedure, a new SEPA direct debit mandate must be issued to us with reasonable advance notice. The agreed payment terms remain unaffected.

6. Place of Performance, Shipment:

6.1 The place of delivery or performance shall be our place of production or storage.

6.2 If shipment has been agreed to be included, we shall

ship the goods at purchaser's risk. Furthermore, we shall determine the manner of shipment, shipment route and carrier.

7. Partial Delivery and Performance: Partial delivery and performance shall to a reasonable extent be permitted.

8. Delivery Schedules, Delay:

8.1 If we fail to comply with the agreed schedules of delivery or performance or other contractual obligations on time, purchaser shall grant us in writing an additional delivery or performance period of reasonable length, such period to be at least three (3) weeks.

8.2 If delivery or performance does not take place by the end of the additional delivery or performance period and if purchaser for this reason intends to exercise its option to rescind the contract or claim damages instead of delivery (*Schadenersatz statt der Leistung*), purchaser shall first grant us in writing a further reasonable period for delivery or performance. Purchaser shall, upon our request, notify us in writing within a reasonable time period, whether purchaser intends, as a result of the delay, to rescind and/or claim damages instead of delivery (*Schadenersatz statt der Leistung*), or insists on delivery/performance.

9. Transport Insurance: We are authorized to obtain appropriate transport insurance on behalf and at the expense of purchaser in an amount at least equal to the invoiced value of the goods.

10. Extended Retention of Title:

10.1 We retain title to the goods delivered by us to the purchaser ("Reserved Goods") until full payment of all existing and future claims against the purchaser arising out of our business relationship. This shall also apply if individual receivables are included in a current account and, as a result of an acknowledgement of the balance, individual receivables are replaced by such balance (current account reservation – "*Kontokorrentvorbehalt*").

10.2 The purchaser shall be entitled to resell, process or otherwise dispose of the Reserved Goods only subject to (a) this Section 10, (b) the claims pursuant to Sections 10.3 and 10.4 are actually transferred to us, (c) withdrawal of this authorization by us in the event that purchaser's credit/financial conditions becomes materially impaired. Purchaser's authorization also ends without revocation with the (full or partial) cessation of payment of our invoices by the purchaser (except if they are disputed in good faith), or with an application for the opening of insolvency proceedings over purchaser's assets.

10.3 In the event the purchaser processes the Reserved Goods, we shall be considered the manufacturer (without any liability) and shall directly acquire title to the new/processed products. If such processing involves other materials, we shall acquire joint title to the new/processed products in proportion to the invoice value of the Reserved Goods to such other materials at the time of processing.

10.4 (a) In order to secure our rights, the purchaser hereby assigns (in advance) its claims resulting from a resale of the Reserved Goods – in the case of our joint/co-ownership in proportion to such value – including all ancillary rights to us; we hereby agree to such assignment. The same shall apply *mutadis mutandis* with regards to other claims against third parties, particularly insurance companies, arising from damage, reduction, loss or the like of the Reserved Goods, or other reasons in favor of the purchaser, in the amount of our receivables; we hereby accept such transfer. If the Reserved Goods are processed by purchaser, our retention of title shall extend to the new/ processed products in proportion to the value of the Reserved Goods. (b) If the purchaser re-finances in a non-recourse factoring basis, our claim shall become due immediately, and the purchaser shall assign the claim against the factor to us, which we hereby accept, and purchaser shall transfer any payments received by the factor to us without delay. (c) Section 10.2 shall apply *mutadis mutandis* to the authorization of the purchaser to collect the assigned claims. If the purchaser's right to collect assigned claims ends, he shall

enable us to collect the claims ourselves.

10.5 The purchaser shall store the Reserved Goods for us free of charge and insure them according to industry standard against risks such as fire, theft and water.

10.6 All receivables/claims set forth herein as well as our rights in connection with this retention of title clause in all forms set forth herein, shall remain in force until we have been fully released from contingent liabilities (e.g. bill of exchange liability), which we may have incurred for the benefit of the purchaser.

10.7 If the securities granted pursuant to this Section 10 exceed the value of the Reserved Good (not just temporarily) by more than 15%, we shall at the purchaser's request in written form at our discretion release securities accordingly.

11. Force Majeure: "Force Majeure" means events or circumstances that we could not prevent although having applied the usual degree of care applied by companies in cases of comparable nature, and that diminish or impede our ability to supply goods or perform services, including (without limitation) and given the above prerequisites, disruptions in production, shipping, reception or transport facilities, or transport means, shortages of energy or raw materials, pandemics, explosion, fire, floods, strikes, lockouts, or orders of the authorities. Force Majeure releases us from our contractual obligations regarding delivery or performance for the duration and to the extent of the event or circumstance. We shall notify purchaser of a Force Majeure event, reporting its extent and projected duration. If and to the extent one of our suppliers or affiliates (as defined in Articles 15 et seqq. of the Stock Corporation Act (*AktG*) is affected by an event of Force Majeure, such event shall be regarded as an event of Force Majeure for us.

12. Product Information: Unless otherwise agreed in writing, the contractual characteristics of our goods shall be exclusively based on our product specifications in their current version. We do not make any representation or warranty of fitness of the goods for a particular purpose or use. Any information about properties, durability and other data shall be deemed to be guarantees only if they are agreed and indicated by us as such in written form. Written and verbal information about goods, equipment, plant, applications, processes and process instructions is based on research and experience in the field of applied engineering. We provide such information, which is accurate to the best of our knowledge, subject to our right to modify and further develop it and such information shall not be binding. The aforesaid shall not release purchaser of its obligation to verify the suitability of our goods for the use intended by purchaser. This shall also apply to the protection of third parties' intellectual property rights.

13. Complaints: All claims, particularly those relating to defects and delivery shortfalls, must be submitted to us in writing without delay, but not later than 10 days from the delivery of goods or, in the case of latent defects, within 5 days from the date such defect(s) is discovered or should have been discovered through reasonable investigation. If purchaser does not notify us of claims within such time period or in the agreed form, our goods or services referred to in such non-compliant notice shall be deemed to be delivered or performed in accordance with the contract. If purchaser, knowing of defects, accepts our goods or services, purchaser shall only be entitled to raise a claim for such defects if purchaser has reserved such rights in writing at the time of delivery.

14. Rights of Purchaser in Case of Defects:

14.1 Purchaser shall have no right to remedies for a defect in our goods or services if the contractually agreed characteristics of the goods and services are only unsubstantially impaired. In the event of justified and rightfully raised defect claims of the delivered goods or services, we reserve the right, solely at our discretion, to either replace or repair the goods or services. We shall always be granted reasonable time to provide such replacement or repair. If our repair or replacement fails to remedy the defects, purchaser shall be entitled to either adjust the purchase price respectively or rescind.

14.2 Furthermore, purchaser may claim pursuant to statu-

tory law damages and refund of its actual out-of-pocket expenses necessary for the purpose of repair or replacement. For the avoidance of doubt, Section 15 shall apply to claims for damages and refund under this Section 14.2.

14.3 Claims by purchaser against us pursuant to statutory law can only be made to the extent purchaser has not agreed with its customers on provisions exceeding the statutory rights in cases of defects.

14.4 Notwithstanding Section 14.3, recovery claims by purchaser against us according to § 445a of the Civil Code (*BGB*) are hereby excluded.

15. Liability:

15.1 We, our legal representatives, employees, and persons employed to perform our obligations shall only be liable for damages and claims for expenses of purchaser, irrespective of the legal basis therefor, whether based on breach of obligations deriving from the contract and/or tort, (i) in the event of intentional misconduct or gross negligence (*grobe Fahrlässigkeit*) on our part, the part of our legal representatives, employees or persons employed to perform our obligations, or (ii) if the breach of our contractual obligations violates the essence of the contract and purchaser relies, and is entitled to rely, on the fulfillment of such obligations (essential obligations). Such essential obligations are in particular the delivery of the purchased goods in accordance with these terms, compliance with the standard specifications and (subject to full payment) transfer of the title to the buyer. In the event of slight negligence (*einfache Fahrlässigkeit*) in breach of essential obligations, our liability for damages shall be limited to the foreseeable damage typical for a contract of this nature up to €100,000 or twice the invoiced value of the goods or services in question if this value exceeds €100,000.

15.2 The aforementioned exclusion or limitation of liability shall not apply in cases of damage to life, body or health, or mandatory liability under the Product Liability Act (*ProdHaftG*) or in other cases of mandatory liability.

16. Time Limits: Purchaser's right to claim for warranty, damages or expenses shall expire 1 year from the commencement of the time limit stipulated by law, except for defect claims in relation to goods that were used appropriately in construction and have caused the building to be defective where the time limit shall be 4 years. The above time limits shall not apply if we have acted intentionally or in cases of damage to life, body or health, mandatory liability under the Product Liability Act (*ProdHaftG*) or in other cases of mandatory liability.

17. Compliance with Global Trade Regulations:

17.1 The purchaser will and will cause its employees and its affiliated companies pursuant to section 15 et seq. Joint Stock Company Act (*AktG*) to fully comply with all Trade Control Laws. "Trade Control Laws" shall mean all applicable statutory and regulatory requirements related to export controls, economic sanctions, trade embargoes and boycotts. No goods including tangible and intangible items (in particular technologies and software), technical support or other services (as described in the order confirmation according to Section 2.1) will be directly or indirectly shipped, transferred or performed, exported or re-exported to any country, entity or individual without the approvals required under Trade Control Laws by the designated national authority. Purchaser shall not use for delivery/cargo a carrier/vessel owned, leased, chartered or operated by a sanctioned party or a party affiliated with or operating on behalf of a sanctioned party under Trade Control Laws. Prior to any transaction, including any export of goods, technical support or services, that is made under or in any way related to our business relationship, purchaser shall check and hereby represents and warrants that (a) there will be no infringement of any Trade Control Laws by such transaction also considering the prohibitions of by-passing those Trade Control Laws and (b) the purchaser is not included in any of the restricted party lists maintained by the EU, UN, UK or US.

17.2 Purchaser shall not use, sell, ship, transfer or perform goods for: the development or production of any kind of or in connection with biological, chemical or nuclear weapons, or

missiles capable of delivering such weapons; cyber-surveillance that are or may be intended, for use in connection with the commission of serious human rights violations and international humanitarian law; any kind of a military end-use, or missile delivery systems; any kind of nuclear (explosives) activities; and the unlawful manufacture of drugs.

17.3 Without prejudice to any other rights or remedies that may be available to us, we shall be entitled to terminate our business relationship or any transaction that is made or in any way related to our business relationship for good cause with immediate effect if purchaser fails to comply with the obligations set forth in Sections 17.1 or 17.2 above.

We shall also be entitled to rescind the corresponding transaction and business relationship in the event where a statutory or regulatory approval requirement applies to the export of our goods at the time of shipment, transfer or performance and such approval is not granted upon request; a trade prohibition applies at the time of shipment, transfer or performance; or a product registration obligation applies and registration at the time of shipment, transfer or performance has not been granted. Delays in obtaining any necessary approvals from responsible authorities will not give rise to any claim for damages.

In addition, purchaser shall indemnify us against, and hold us harmless from, any claims, damages, costs, expenses, liabilities, loss, claims or proceedings whatsoever arising out of, or in connection with, any breach by purchaser of its obligations set forth in Sections 17.1 or 17.2 above.

17.4 If the purchased goods are subject to customs preferences due to their preferential origin, we reserve the right to automatically generate and issue all declarations regarding the preferential origin of the goods (supplier's declaration, invoice declaration) without signature. We confirm that the declaration of preferential origin will be issued to the purchaser in accordance with our obligations set forth in Regulation (EU) No. 2015/2447.

18. Place of Jurisdiction: If purchaser is a merchant, the exclusive place of jurisdiction shall be our commercial domicile. If we institute legal proceedings against purchaser, we shall also have the option to institute legal proceedings at purchaser's place of jurisdiction (*allgemeiner Gerichtsstand*).

19. Applicable Law: The contract shall be governed by the substantive laws of the Federal Republic of Germany with the exclusion of its conflict of laws principles. The UN Convention on Contracts for the International Sale of Goods (CISG) of April 11, 1980 shall not apply.

20. Trade Terms: If any trade terms have been agreed pursuant to the International Commercial Terms (INCOTERMS®), they shall be interpreted and apply in accordance with INCOTERMS® 2020.

21. Severability: Should any of these Conditions of Sale be deemed wholly or partly invalid, this shall have no effect on the validity of the remaining terms.
