

General Terms and Conditions of Sale As at August 2024

I. Scope / Conclusion of the Contract

1. These General Terms and Conditions of Sale shall apply to all present and future contracts with businesses, public legal entities and public trusts with regard to deliveries and other services, including contracts for work and the delivery of non-fungible goods. In case of third-party business [“Streckengeschäfte”], the supplying plant’s conditions as laid down in its price list shall apply in addition.
2. The Purchaser’s terms and conditions of purchase will not be recognised, even if we do not expressly re-accept them upon receipt thereof.
3. Our offers are non-binding. Verbal agreements, undertakings, assurances and guarantees from our employees in connection with the conclusion of the contract shall only become binding as a result of our confirmation in written form.
4. In case of doubt, the Incoterms in their latest version shall be definitive for interpretation of trade clauses.

II. Prices

1. Unless otherwise agreed, the prices and conditions laid down in the price list effective at the time when the contract is concluded shall apply. The goods are invoiced “gross for net”.
2. In the case of third-party business, we shall be entitled to increase the agreed price to the extent that our sub-supplier increases this price prior to delivery of the goods. This shall only apply if there is a period of more than three months between conclusion of the contract and delivery. In such cases, the Purchaser may withdraw from the contract, provided that its notice of withdrawal is sent to us immediately after receipt of our notice of the increase.

III. Payment and settlement

1. Unless otherwise agreed or stated in our invoices, the purchase price is due immediately after delivery without discount and must be paid in such a way that we can access the amount on the due date. This applies even if the inspection certificates according to DIN EN 10204 agreed for the delivery are missing or arrive late. The Purchaser shall bear the costs of the payment transaction.
2. The Purchaser shall only hold a right of retention and the authorisation to offset claims to the extent that its counterclaims are undisputed or have been legally established as final and absolute, said counterclaims are based on the same contractual relationship with them and/or would entitle the Purchaser to refuse their performance in accordance with Article 320 of the German Civil Code [Bürgerliches Gesetzbuch].
3. If the payment period is exceeded or in the event of default, we shall charge interest at a rate of 12.95 percentage points above the base interest rate, unless higher interest rates have been agreed. We will also charge a late fee of €30.00. We reserve the right to claim additional damages caused by default.
4. If, after conclusion of the contract, it becomes apparent that our claim to payment is jeopardised by the Purchaser’s inability to pay, or if the Purchaser defaults on payment of a significant amount, or if other circumstances arise which indicate a material deterioration in the Purchaser’s ability to pay after conclusion of the contract, we shall be entitled to make use of our rights under Section 321 of the German Civil Code. We shall then also be entitled to declare all claims from the current business relationship with the Purchaser that are not yet due as immediately due and payable.
5. Any agreed discount always relates to the invoice value excluding freight and shall require the full settlement of all due liabilities of the Purchaser at the time of discounting. Unless otherwise agreed, discount periods shall commence as of the invoice date.

IV. Performance of deliveries, delivery times and delivery dates

1. Our obligation to deliver is subject to correct and timely delivery to ourselves, unless we are to blame for the incorrect or late delivery to ourselves.
2. Indications of delivery times are approximate. Delivery times begin

on the date of our order confirmation and shall only apply subject to the timely clarification of all details of the order and the timely fulfilment of all obligations of the Purchaser, such as the provision of all official certificates, the presentation of letters of credit and guarantees or the making of down payments.

3. The date of dispatch ex works or ex warehouse shall be decisive for compliance with delivery times and delivery dates. They shall be deemed to have been complied with upon notification of readiness for dispatch if the goods cannot be dispatched on time through no fault of our own.
4. If delivery is delayed, the Purchaser may grant us a reasonable grace period and withdraw from the contract after the fruitless expiry of such period to the extent that the contract has not yet been fulfilled. In such cases, claims for compensation shall be governed by Section XI of these Terms and Conditions.

V. Retention of title

1. All delivered goods shall remain our property (goods subject to retention of title) until all claims have been settled, including in particular any outstanding balances to which we are entitled within the scope of the business relationship (overall reservation of title). This also applies to future and conditional claims, including accepted notes and cases where payments are made on specifically designated claims. This overall reservation of title shall finally lapse with the settlement of all claims that are outstanding at the time of payment and included in this overall reservation of title. However, the overall reservation of title does not apply to advance payments or cash transactions that are settled matching payment with delivery.
2. Processing and manufacturing of the goods subject to retention of title take place for us as manufacturer within the meaning of Section 950 of the German Civil Code without obligating us. The processed and manufactured goods are deemed to be goods subject to retention of title within the meaning of para. 1. If the goods subject to retention of title are processed, combined or mixed with other goods by the Purchaser, we shall be entitled to co-ownership of the new item in the ratio of the invoice value of the goods subject to retention of title to the invoice value of the other goods used. If our ownership lapses due to combining or mixing, the Purchaser hereby assigns to us any rights which the Purchaser will have in the new stock or item to the extent of the invoice value of the goods subject to retention of title and will hold them in safe keeping for us free of charge. Our co-ownership rights are deemed to be goods subject to retention of title within the meaning of para. 1.
3. The Purchaser may resell the goods subject to retention of title only in the normal course of its business at its normal terms and conditions and as long as it is not in default, and provided that the claims resulting from resale will be transferred to us in accordance with paras. 4 to 6. The Purchaser shall not be entitled to dispose of the goods subject to retention of title in any other way.
4. The Purchaser hereby assigns to us any claims resulting from the resale of the goods subject to retention of title together with all collateral securities acquired by the Purchaser for the claim. They serve as security to the same extent as the goods subject to retention of title. If the goods subject to retention of title are resold by the Purchaser together with other goods not sold by us, the claim resulting from the resale shall be assigned to us in the ratio of the invoice value of the goods subject to retention of title to the invoice value of the other goods sold. In the event of resale of goods in which we have co-ownership rights according to para. 2, a part corresponding to our co-ownership share shall be assigned to us.
5. The Purchaser is authorised to collect any claims resulting from the resale. This collection authorisation shall lapse in the event that we revoke it, but at the latest in the event of default in payment, failure to honour a bill of exchange or an application

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- to open insolvency proceedings. We will only exercise our right of revocation if, after the conclusion of the contract, it becomes apparent that our claim for payment under this or other contracts with the Purchaser is at risk due to the Purchaser's lack of solvency. At our request, the Purchaser shall be obliged to inform its customers immediately of the assignment to ourselves and provide us with the documents required for collection.
- The Purchaser must inform us immediately of any seizure or other encroachments by third parties. The Purchaser shall bear all costs incurred for the lifting of the seizure or for the return transport of the goods subject to retention of title, insofar as they are not reimbursed by third parties.
 - If the Purchaser falls behind on payment or fails to honour a bill of exchange when it falls due, we shall be entitled to take back the goods subject to retention of title, and where necessary to enter the Purchaser's premises for this purpose, and to sell the goods subject to retention of title as best as possible, offsetting the proceeds against the purchase price. The same applies if, after the conclusion of the contract, it becomes apparent that our claim for payment under this or other contracts with the Purchaser is at risk due to the Purchaser's lack of solvency. Taking back the goods shall not be regarded as withdrawal from the contract. The provisions of the German Insolvency Code [Insolvenzordnung] remain unaffected.
 - If the invoice value of the existing securities exceeds the secured claims including ancillary claims (interest, costs, etc.) by more than 50% in total, at the Purchaser's request we will be obliged to release securities to that extent at our discretion.

VI. Weights

- Weights shall be determined by weighing carried out by us or our sub-supplier. Weights shall be proven by presentation of the weighing slip. Where permitted by law, weights may be determined without weighing in accordance with the applicable standard. We shall be entitled to determine the weight without weighing, in accordance with the standard (theoretical), plus 2 ½% (commercial weight).
- Quantities, bundle numbers etc. stated in the dispatch note are not binding for goods invoiced by weight. Where goods are not customarily weighed individually, the total weight of the consignment applies. Differences compared with the calculated individual weights shall be proportionally allocated to them.

VII. Inspection certificates / acceptances

- The provision of accompanying inspection certificates ("certificates") in accordance with EN 10204 must be agreed in writing. We are entitled to provide such certificates in the form of copies. In the absence of an express agreement, the fee for inspection certificates shall be based on our price list or the price list of the issuer concerned (supplying plant).
- Where an acceptance has been agreed upon, it can only take place at the supplying plant or in our warehouse immediately after notification of readiness for acceptance. The Purchaser shall ensure that we are able to instruct the inspection body requested by it in its name and for its account or that of its customer. Unless otherwise agreed, this authorisation shall be deemed to be granted by the naming of an inspection body in the order.
- The Purchaser bears the personal acceptance costs and the material acceptance costs will be charged to it in accordance with our price list or the price list of the supplying plant.
- If, through no fault of our own, the goods are not accepted, not accepted on time or not accepted in full, we shall be entitled to dispatch the goods without acceptance or to store them at the Purchaser's expense and risk and to invoice them to the Purchaser.

VIII. Dispatch, transfer of risk, packaging, partial delivery

- We choose the route and mode of dispatch as well as the forwarding agent and the carrier.

- Goods notified as ready for dispatch in accordance with the contract must be called off immediately, otherwise we shall be entitled, after sending a reminder, to either dispatch them at the expense and risk of the Purchaser or to store them at our discretion and to invoice them immediately.
- If, through no fault of our own, transport by the envisaged route or to the envisaged location within the envisaged time becomes impossible or significantly more difficult, we shall be entitled to deliver by another route or to another location; the Purchaser shall bear the additional costs incurred. The Purchaser shall first be given the opportunity to comment.
- When the goods are handed over to a forwarding agent or carrier, but at the latest when they leave the warehouse or the supplying plant, the risk, including the risk of confiscation of the goods, shall pass to the Purchaser for all transactions, including in the case of carriage paid and carriage forward deliveries. We provide insurance only on the instruction and at the expense of the Purchaser. The Purchaser is responsible for unloading and bears the associated costs.
- The goods are delivered unpacked and not protected against rust. If customary, we shall deliver the goods in packed condition. We will provide packaging, means of protection and/or transportation aids based on our experience at the Purchaser's expense. These items will be taken back at our warehouse within an appropriate time period. We do not assume the Purchaser's costs for the return transport or for its own disposal of packaging.
- We are entitled to make partial deliveries to a reasonable extent. We are further entitled to exceed or fall short of the agreed delivery quantities to a reasonable extent. The indication of an "approximate" quantity entitles us to exceed or fall short by up to 10%.

IX. Call-off orders, continuous deliveries

- In the case of contracts for continuous delivery, we must be notified of call-offs and type classifications in roughly equal monthly quantities; otherwise we shall be entitled to decide these for ourselves at our reasonable discretion.
- If the individual call-offs exceed the overall contractual quantity, we shall be entitled, but not obliged, to deliver the excess quantity. We may invoice the excess quantity at the prices valid at the time of the call-off or delivery.

X. Liability for material defects

- The internal and external properties of the goods, in particular their quality, type and dimensions, shall be determined in accordance with the agreed DIN and EN standards applicable at the time the contract is concluded, or, in the absence of such standards, in accordance with commercial practice and usage. References to standards and similar sets of rules, to inspection certificates pursuant to EN 10204 and similar certificates, and information regarding qualities, types, dimensions, weights and usability of the goods shall not constitute any promises or guarantees, just as declarations of conformity and corresponding labels or marks such as CE and GS shall not.
- Liability for the suitability of the goods in accordance with the use stipulated in the contract will only be assumed if we have expressly confirmed the suitability of the goods for this use in writing. If the Purchaser provides a sample part, this is solely a non-binding illustrative material and does not imply any agreement to manufactured parts that are identical in every respect.
- Insofar as the goods meet the agreed quality in accordance with Section IX.1 or are suitable for the use assumed under the contract and confirmed by us in accordance with IX.2, the Purchaser may not argue that the goods were not suitable for customary use or did not meet the agreed quality which is usual for this item and which the Purchaser expected. In this respect, our liability is excluded according to Section XI of these Conditions.

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4. The goods must be inspected and any defects notified in accordance with legal requirements, it being understood that the obligation to inspect the goods after delivery also extends to any inspection certificates in accordance with or corresponding to EN 10204 and that we are to be notified in writing of defects in the goods and inspection certificates.
5. Where the intention is to install the goods, the Purchaser, within the framework of Section 377 of the German Commercial Code [Handelsgesetzbuch], shall be obliged to check the internal properties of the goods that are vital for the use prior to installation and to notify us immediately of any defects in the goods.
6. If the claim for defects is justified and has been made in good time, we may, at our discretion, remedy the defect or deliver defect-free goods ("subsequent performance"). The place of fulfilment for subsequent performance is our registered office. If we fail and/or refuse to effect subsequent performance, the Purchaser shall be entitled to exercise its statutory rights. If the defect is not significant and/or if the goods have already been sold, processed or transformed, the Purchaser shall only be entitled to a reduction in price.
7. We shall bear expenses in connection with subsequent performance only to the extent that they are reasonable in the individual case, in particular in relation to the purchase price of the goods, but in no case more than 150% of the purchase price. We shall only bear further expenses, e.g. in connection with the installation and removal of the defective item, in accordance with Section XI of these Terms and Conditions.
8. If the Purchaser does not immediately give us the opportunity to satisfy ourselves of the defect, in particular if it does not immediately make the contested goods or samples thereof available for inspection purposes upon request, all rights in connection with the material defect shall lapse.
9. In the case of goods sold as downgraded material, the Purchaser shall have no claims for defects that relate to the stated reasons for downgrading and such defects as must normally be expected. In the case of sales of Ila goods, we accept no liability for material defects.
10. Further claims of the Purchaser shall be governed by Section XI of these Terms and Conditions. The Purchaser's rights of recourse pursuant to Sections 478, 479 of the German Civil Code remain unaffected.

XI. General limitation of liability and limitation period

1. We shall only be liable for breach of contractual and non-contractual obligations, in particular due to impossibility, delay, culpa in contrahendo and tort – including for our executive staff and

other vicarious agents – in cases of intent and gross negligence. In cases of gross negligence our liability is limited to the typical damage foreseeable at the time the contract was concluded. Otherwise, our liability is excluded, including for damage caused by defects and consequential damage caused by defects.

2. These limitations shall not apply in the event of culpable breach of material contractual obligations, the infringement of which jeopardises the achievement of the contractual purpose or the fulfilment of which is essential for the proper performance of the contract and on the observance of which the contractual partner may regularly rely. Furthermore, these limitations shall not apply in the case of culpably effected damage to life, body and health, even if and to the extent that we have accepted the guarantee for the condition of the sold item, as well as in cases of mandatory liability pursuant to the German Product Liability Act [Produkthaftungsgesetz]. The rules concerning the burden of proof remain unaffected.
3. Unless otherwise agreed, contractual claims to which the Purchaser is entitled by reason of and in connection with the delivery of the goods, including claims for damages due to material defects, shall expire one year after delivery of the goods. This period shall also apply to goods which are used in accordance with their intended purpose for a building structure and for whose defective nature we are responsible, unless such use has been agreed in writing. This shall not affect our liability and the statute barring of claims arising from intentional and grossly negligent breaches of obligations, culpably effected damage to life, body and health, and the statute barring of recourse claims pursuant to Sections 478 and 479 of the German Civil Code. The statutory limitation periods shall apply to these cases.

XII. Place of performance, place of jurisdiction and applicable law

1. The place of performance for our deliveries is our warehouse, while for deliveries ex works it is the supplying plant concerned. The place of jurisdiction is, at our discretion, Bad Oeynhausen or the Purchaser's registered office.
2. All legal relationships between us and the Purchaser shall be governed by non-standardized German law, particularly the German Civil Code/German Commercial Code (BGB/HGB), in addition to these Terms and Conditions. The provisions of the Vienna UN Convention of 11 April 1980 on Contracts for the International Sale of Goods shall not be applicable.

XIII. Applicable version

In case of doubt, the German version of these General Terms and Conditions of Sale shall be definitive.