

## 1. Terms and Conditions

- 1.1 All our deliveries and services are exclusively based on the following General Terms and Conditions of Delivery and Payment ("GTCDP"). The GTCDP shall only apply if the customer is an entrepreneur (§ 14 German Civil Code – "BGB"), a legal entity under public law or a special fund under public law.
- 1.2 Any deviating, conflicting or supplementary General Terms and Conditions of the customer are hereby expressly rejected. The provision of our deliveries and services does not constitute recognition of the customer's General Terms and Conditions. We shall only be bound by the customer's General Terms and Conditions if we have expressly agreed to them in writing. This requirement of consent shall apply in any case, for example even if the customer refers to his General Terms and Conditions within the scope of the order and we do not expressly object to this.
- 1.3 Unless otherwise agreed, the GTCDP in the version valid at the time of the order placed by the customer or, in any case, in the version last notified to the customer in text form shall also apply as a framework agreement for similar future contracts without our having to refer to them again in each individual case.
- 1.4 Legally relevant declarations and notifications by the customer with regard to the contract (e.g. setting of deadlines, notification of defects, withdrawal or reduction) must be made in writing. Written form within the meaning of these GTCDP includes written and text form (e.g. letter, e-mail, fax). Legal formal requirements and further proof, in particular in the case of doubts about the legitimacy of the declarant, shall remain unaffected.

## 2. Offers and Order Confirmation

- 2.1 Our offers are subject to change and non-binding.
- 2.2 The order of the goods by the customer shall be deemed to be a binding offer of contract. Unless otherwise stated in the order, we shall be entitled to accept this contractual offer within four (4) weeks of its receipt by us. Acceptance may be declared either in writing (e.g. by order confirmation) or by delivery of the goods to the customer.

## 3. Documents, Description of the Delivery Item, Quantity Specifications, Technical Regulations

- 3.1 The documents made available to the customer remain our property and are to be treated as strictly confidential. They may not be reproduced, published or otherwise made available to third parties without our written consent, nor may they be used for any purpose other than the agreed purpose. Upon our request, the documents shall be returned to us without delay.
- 3.2 Information on dimensions, weights, hardness, utility values and other information on the object of delivery and performance, as well as the other content of the documents made available to the customer, do not constitute an assurance of characteristics. Assured characteristics shall only be deemed to exist if specifications as such have been expressly confirmed by us in writing.
- 3.3 Quantities stated are only approximate and allow us to make excess or short deliveries insofar as these are reasonable for the customer, taking into account our interests.
- 3.4 The customer shall inform us in German or English of any statutory, official or other regulations applicable abroad which are significant for the provision or use of our deliveries and services.

## 4. Prices

- 4.1 Unless otherwise agreed, our prices current at the time of conclusion of the contract plus the legally applicable value added tax shall apply.
- 4.2 We shall be entitled to increase our prices thirty (30) days after conclusion of the contract and prior to delivery in accordance with the actual increase in costs if our cost prices for raw materials, consumables and supplies, our wages and salaries, or the other costs to be borne by us for our deliveries and services have increased. All new or increased taxes, customs duties, fees or other charges imposed after the conclusion of the contract by statutory or official measures, which directly or indirectly burden our deliveries and services, shall be borne by the customer.
- 4.3 If our prices increase by more than ten percent (10%) between the conclusion of the contract and delivery, the customer shall be entitled to withdraw from the contract. If several partial deliveries have been agreed, the right of withdrawal shall exist insofar as our prices for partial deliveries increase by more than ten percent (10%) within one (1) year, beginning with the conclusion of the contract.

## 5. Payments

- 5.1 Our invoices are payable within thirty (30) days of the invoice date without any deductions. Invoices shall be issued upon notification of readiness for dispatch or, if no such notification is given, upon dispatch of the goods or upon performance of the service. However, we are entitled at any time, also within the framework of an ongoing business relationship, to make a delivery in whole or in part only against advance payment. We shall declare a corresponding reservation at the latest with the order confirmation.
- 5.2 Upon expiry of the aforementioned payment period, the customer shall be in default. During the period of default, interest shall be charged on the purchase price at the statutory default interest rate applicable at the time. We reserve the right to assert further damage caused by default.
- 5.3 If doubts arise as to the solvency or willingness to pay of the customer, in particular non-fulfilment of payment obligations arising from this or another contract with us or one of our affiliated companies or due to a subsequent deterioration in his financial circumstances, we shall be entitled to demand immediate payment of our claims against him – even in the case of a deferment granted after conclusion of the

contract –, to demand advance performance or the provision of security or, if the customer refuses to provide such, to withdraw from the contract.

## 6. Retention of Title

- 6.1 We retain title to the goods delivered by us (reserved goods) until all claims to which we or a company affiliated with us are entitled from the business relationship with the customer or with a company affiliated with the customer now or in the future have been fulfilled. The customer is entitled to sell the goods subject to retention of title within the scope of his ordinary business operations. He shall be obliged to reserve title to himself insofar as he resells goods subject to retention of title on credit.
- 6.2 The goods subject to retention of title may neither be pledged to third parties nor assigned as security before full payment of the secured claims. The customer must inform us immediately in writing if an application is made to open insolvency proceedings or if third parties (e.g. seizures) have access to the goods belonging to us.
- 6.3 In the event of conduct by the customer in breach of the contract, in particular in the event of non-payment of the purchase price due, we shall be entitled to withdraw from the contract in accordance with the statutory provisions and/or to demand surrender of the goods on the basis of the retention of title. The demand for return does not at the same time include the declaration of withdrawal; we are rather entitled to demand only the return of the goods and to reserve the right of withdrawal. If the customer does not pay the purchase price due, we may only assert these rights if we have previously set the customer a reasonable deadline for payment without success or if setting such a deadline is dispensable according to the statutory provisions.
- 6.4 Until revoked in accordance with clause 6.4.3, the customer is authorised to resell and/or process the goods subject to retention of title in the ordinary course of business. In this case, the following provisions shall apply in addition.
- 6.4.1 The retention of title extends to the full value of the products resulting from the processing, mixing or combining of our goods, whereby we are deemed to be the manufacturer. If, in the event of processing, mixing or combining with goods of third parties, their right of ownership remains, we shall acquire co-ownership in proportion to the invoice values of the processed, mixed or combined goods. Otherwise, the same shall apply to the resulting product as to the goods delivered under retention of title.
- 6.4.2 The customer hereby assigns to us by way of security the claims against third parties arising from the resale of the goods or the product in total or in the amount of our possible co-ownership share in accordance with the above paragraph. We accept the assignment. The obligations of the customer stated in clause 6.2 shall also apply with regard to the assigned claims.
- 6.4.3 The customer remains authorised to collect the claim in addition to us. We undertake not to collect the claim as long as the customer meets his payment obligations towards us, there is no deficiency in his ability to pay and we do not assert the retention of title by exercising a right in accordance with clause 6.3. If this is the case, however, we may demand that the customer informs us of the assigned claims and their debtors, provides all information necessary for collection, hands over the relevant documents and informs the debtors (third parties) of the assignment. Furthermore, in this case we shall be entitled to revoke the customer's authorisation to further sell and process the goods subject to retention of title.
- 6.4.4 If the realisable value of the securities exceeds our claims by more than ten percent (10%), we shall release securities of our choice at the request of the customer.

## 7. Delivery Period

- 7.1 The delivery period shall be agreed individually or stated by us upon acceptance of the order, but shall not commence before the customer has provided the documents, approvals and securities to be procured by him and not before any agreed advance payment has been made. If a delivery date has been agreed, this shall be postponed by a reasonable period of time if the customer fails to provide the documents, approvals and securities to be obtained by him in good time and fails to make an agreed down payment in good time.
- 7.2 The delivery time shall be deemed to have been met if notification of readiness for dispatch has been given before its expiry or if the delivery item has left the works.
- 7.3 The delivery period shall be extended appropriately if events occur for which we are not responsible. This shall also apply if such events occur during an existing delay. We shall inform the customer immediately of the beginning and end of such events. Events for which we are not responsible are in particular defective or delayed self-delivery by our suppliers as well as events of force majeure. "Force Majeure Event" shall mean any event affecting the performance by us or any supplier of our obligations under this contract resulting from or attributable to any act, event, omission or accident beyond our reasonable control and not caused by our fault or negligence, including, but not limited to war, civil unrest, acts of terrorism, sanctions, requisition or other acts of public authority, pandemics/epidemics, strikes, lock-outs and other industrial disputes, general shortages of raw materials, consumables and supplies, machinery breakdown, machine breakdown and other breakdowns, acts of nature and other circumstances which we can only rectify at unreasonable expense.
- 7.4 If the delivery period is extended by more than three (3) months as a result of events for which we are not responsible, or if such an extension is highly probable, we shall be entitled to withdraw from the contract.
- 7.5 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.

7.6 If dispatch or acceptance is delayed for reasons for which the customer is responsible, we shall charge the customer for the costs incurred by the storage of the delivery items as well as any other additional expenses. We shall also be entitled to otherwise dispose of the delivery items if the customer has not released the shipment within a reasonable period of time set for him.

7.7 If we are in default with our deliveries and services, the customer may set us a reasonable grace period. After the fruitless expiry of this period of grace, the customer shall be entitled to withdraw from the contract if and insofar as the deliveries have not left the factory or the warehouse by the expiry of the period of grace or have not been reported as ready for dispatch. If an event occurs during the period of grace set by the customer for which we are not responsible, the period of grace shall be extended accordingly.

## 8. Shipping and Packaging

8.1 Unless otherwise agreed, shipment shall be at the expense of the customer.

At our request, he shall pay the transport costs directly or submit them.

8.2 Shipping instructions of the customer are only binding for us if we have confirmed them in writing.

8.3 We shall only take out transport insurance at the written request of the customer and at the customer's expense.

8.4 Packaging shall be charged separately to the customer at cost price. It will not be taken back.

8.5 If no special agreements have been made with the customer, we shall decide at our own discretion on the appropriate packaging and the form of dispatch.

8.6 Partial deliveries are permissible.

## 9. Transfer of Risk

9.1 The risk shall pass to the customer as soon as the goods are handed over to the forwarding agent, the carrier or any other person designated to carry out the shipment. This shall also apply if the transport is carried out by our employees, or by our lorries, or if we bear the transport costs.

9.2 If the deliveries are ready for shipment and the shipment is delayed for reasons for which we are not responsible, the risk shall pass to the customer at the latest as soon as we notify the customer that the goods are ready for shipment.

## 10. Claims for Defects of the Customer

10.1 The statutory provisions shall apply to the customer's rights in the event of material defects and defects of title (including incorrect and short delivery as well as improper assembly/installation or defective instructions), unless otherwise stipulated below.

10.2 The basis of our liability for defects is above all the agreement reached on the quality and the presumed use of the goods (including accessories and instructions). All product descriptions and manufacturer's specifications which are the subject of the individual contract or which were publicly announced by us (in particular in catalogues or on our Internet homepage) at the time of the conclusion of the contract shall be deemed to be an agreement on quality in this sense. Insofar as the quality was not agreed, it shall be assessed in accordance with the statutory regulation whether a defect exists or not (§ 434 para. 3 BGB).

10.3 If our deliveries and services are defective, we shall be obliged vis-à-vis the customer to remedy the defect (rectification of the defect) or to make a replacement delivery at our discretion. In the event of two failures of the rectification or replacement delivery, the customer may demand a reduction or withdraw from the contract. We are entitled to make the subsequent performance owed dependent on the customer paying the purchase price due. However, the customer shall be entitled to retain a part of the purchase price which is reasonable in relation to the defect.

10.4 The customer's claims for defects shall be subject to the condition that he has complied with his statutory duties of examination and notification (§§ 377, 381 HGB).

10.5 Our liability for defects shall not apply if the customer or a third party has not observed the operating or operating instructions or has made unprofessional attempts to remedy the defect, unless the aforementioned circumstances have demonstrably not caused the defect.

## 11. Industrial Property Rights

11.1 We warrant that our deliveries and services and their use in the Federal Republic of Germany do not infringe any patents or other industrial property rights of third parties. If a third party claims the infringement of a patent or industrial property right, the customer is obliged to

- inform us immediately in writing of the claims.

- authorise us to take care of the defence against the claims and to conduct legal disputes.

- grant us the necessary powers of attorney and to provide us with all desired support to the best of our ability.

- authorise us at any time to make such changes to the deliveries and services as we deem necessary and appropriate in order to bring about a solution which is reasonable for the customer and for us.

11.2 We shall not be liable for any infringement of foreign patents (patent application) or other foreign industrial property rights.

11.3 The customer warrants that the plans, drawings, samples and documents procured by him and their use do not infringe any patents (patent application) or other industrial property rights of third parties.

## 12. Liability

12.1 Insofar as nothing to the contrary results from these GTCDP including the following provisions, we shall be liable in accordance with the statutory provisions in the event of a breach of contractual and non-contractual obligations.

12.2 We shall be liable for damages – irrespective of the legal grounds – within the scope of culpability in the event of intent and gross negligence. In the case of simple negligence, we shall be liable, subject to statutory limitations of liability (e.g. care in own affairs; insignificant breach of duty), only

a) for damages resulting from injury to life, body or health,

b) for damages arising from the breach of a material contractual obligation (obligation the fulfilment of which is a prerequisite for the proper performance of the contract and on the observance of which the contractual partner regularly relies and may rely); in this case, however, our liability shall be limited to compensation for the foreseeable, typically occurring damage.

12.3 The limitations of liability resulting from clause 12.2 shall also apply to third parties as well as in the event of breaches of duty by persons (also in their favour) whose fault we are responsible for according to statutory provisions. They shall not apply if a defect has been fraudulently concealed or a guarantee for the quality of the goods has been assumed and for claims of the customer under the Product Liability Act.

12.4 We shall not be liable for the delay or non-fulfilment of an obligation arising from an order insofar as the fulfilment of this obligation is prevented in whole or in part by an event of force majeure (as defined in clause 7.3).

12.5 The limitation period for claims based on material defects and defects of title shall be one (1) year and shall commence at the time of delivery to the customer or a third party designated by the customer. Insofar as acceptance has been agreed, the limitation period shall commence upon acceptance.

## 13. Acceptance

If the order of delivery items is associated with specially agreed special quality and/or testing requirements, their acceptance must take place in our works immediately after notification of readiness for dispatch. If the customer fails to carry out acceptance, the delivery items shall be deemed to have been delivered in accordance with the contract when they leave the delivery works or when notification is given that they are ready for dispatch.

## 14. Retention, Set-off, Assignment

14.1 The customer shall only be entitled to rights of set-off or retention to the extent that his claim has been finally adjudicated or is undisputed.

14.2 The customer may only assign his rights under this contract to third parties with our written consent.

14.3 We are entitled to assign our claims under this contract to a third party.

## 15. Place of Performance, Place of Jurisdiction

15.1 The place of performance for the obligations of both parties under this contract is Barsinghausen.

15.2 The sole place of jurisdiction is Hanover. However, we shall also be entitled to bring an action against the customer at his general place of jurisdiction.

## 16. Applicable Law

The legal relationship between the parties shall be governed by the law of the Federal Republic of Germany to the exclusion of international uniform law, in particular the UN Convention on Contracts for the International Sale of Goods.

## 17. Incoterms

Insofar as the contractual relationship refers to Incoterms, the Incoterms 2022 of the International Chamber of Commerce Paris in their respective version shall be applicable.

## 18. Partial Invalidity

The invalidity or unenforceability of individual provisions of these terms and conditions or of the other contractual agreements between the parties shall not affect the validity of the remaining provisions. An invalid or unenforceable provision shall be replaced by a valid provision which comes closest to the economic purpose intended by the invalid or unenforceable provision.

## 19. Amendment of the Contract

Amendments or supplements to these terms and conditions and the other contractual agreements of the parties must be made in writing. The same applies to agreements by which this formal requirement is to be waived or facilitated.