

# General Terms and Conditions of Sale

## 1. Scope

- a) These General Terms and Conditions of Sale apply to all contracts, including but not limited to future contracts, with companies, entrepreneurs, legal entities of public law or special funds under public law regarding the sale of moveable goods or moveable goods to be produced (“Delivery Good” or “Delivery Goods”).
- b) Buyer’s general terms and conditions of purchase are hereby rejected. They shall not apply even if we do not once again reject them upon receipt. Our General Terms and Conditions of Sale shall be deemed as agreed at the time of receipt of our goods at the latest, if we have pointed out the applicability of our General Terms and Conditions of Sale within our order confirmation in an orderly manner.

## 2. Offer and Conclusion

- a) Our offers and quotations are non-binding. A contract is either concluded by way of our written order confirmation, which we are free to accept within a time period of two weeks from the receipt of the buyer’s order, or by delivering the Delivery Goods and shall only be interpreted on the basis of the content of the order confirmation and/or this General Terms and Conditions of Sale.  
A confirmation of receipt is per se not to be regarded as a binding acceptance of an offer.
- b) Oral contracts and commitments are only binding if and insofar they have been confirmed in writing.
- c) If contract conclusions are conveyed by our representatives such conclusions require our written order confirmation to become binding.

## 3. Prices, Payment Terms

- a) All prices are net prices, free carrier (FCA according to Incoterms® 2020) plant Neumünster and exclusive of packaging material, unless explicitly agreed otherwise. Unless agreed otherwise all plus taxes, fees or other public charges are to be borne by the buyer.
- b) In case of delivery outside of the European Union the buyer shall be obliged to verify to us a respective export note within 20 business days. If such verification does not occur, we are entitled to claim and bill the value added tax from the buyer. In case of deliveries within the European Union the buyer is obliged to confirm to us by way of an entry certificate that the delivered goods have arrived in the remaining European Union territory. If such confirmation is not conducted and we are unable to get such confirmation from third parties we are entitled to claim and bill value added tax from the buyer.
- c) Each of our invoices shall become due and payable within 14 days upon receipt of the invoice, unless the order confirmation stipulates something different. If payment does not occur within this time period, the buyer is in default. We are entitled to send partial invoices for partial deliveries. The payment shall be made, without exception, to one of our banking accounts. Payments shall only be regarded as made if the respective amount is freely and finally available at our banking account.
- d) Our obligation to deliver requires the unconditional creditworthiness and performance of the buyer. If after conclusion of the contract reasonable doubts occur in this regard, we are entitled at our option – without prejudice to any other rights or remedies – to claim pre-payments for pending deliveries and to declare due all claims not subject to a statute of limitation based on the business relationship or to claim a security payment and – if the buyer does not provide the respective security within a reasonable time –

to withdraw from our delivery obligation. In such scenario the buyer is not entitled to claim any damages or remedies of any other kind.

- e) The buyer may only set off claims with undisputed counterclaims or counterclaims recognised by us or declared by non-appealable judgment. The buyer is only entitled to assert a right to withhold payment when its counterclaim is derived from the same contract, is undisputed or is declared by non-appealable judgement.
- f) If the buyer is in default, we are entitled to claim default interest in the amount set forth by the applicable law. In addition, we are entitled to charge an amount of EUR 2.50 for each payment notice. This shall be without prejudice to the assertion of further default damage and any other rights and claims we may be entitled to by the applicable law.
- g) Unless we granted a specific written power of attorney our employees are not entitled to accept payments or to make dispositions regarding our claims.

#### **4. Delivery Periods / Delivery Dates**

- a) Delivery periods and delivery dates are to be regarded as approximate only. We will endeavor to meet these. The delivery of Delivery Goods, for which we supply raw materials and supply parts from suppliers, is subject to the correct and timely delivery to us. Deviating provisions regarding binding delivery periods and delivery dates can only be agreed in writing.
- b) In case our delivery is delayed we will inform the buyer. The buyer is only entitled to withdraw from the contract if we are responsible for such delay and a reasonable delivery deadline set by the buyer expired. Force majeure, labour disputes, riots, official measures and any other events beyond our and the buyer's influence and control release us and the buyer from our contractual obligations. However, such release shall only be granted during the time period of such events and only insofar as these events actually affect our contractual obligations.
- c) In case the buyer is in default of acceptance or violates any other obligation to cooperate we are entitled – without prejudice to any other claims we may have in this regard – to reasonably store the Delivery Good at the buyer's risk and costs or to withdraw from the contract.
- d) We are entitled to conduct partial deliveries to a reasonable extent.

#### **5. Warranty**

- a) The agreed quality and specifications of the Delivery Good is only determined by the concrete written contracts between us and the buyer regarding the specifications, features and performance characteristics of the Delivery Good, which are written down in our offers. We assume no general warranty that the delivered goods are suitable for specific purposes of use intended by the buyer. Public declarations, recommendations or general advertisements do not represent any kind of contractual declaration of composition of the goods.
- b) Any information contained in our standard product descriptions, catalogues, price lists or other information material provided by us to the buyer are not to be regarded as warranties for a specific quality or kind of the Delivery Good. Such warranties have to be explicitly agreed in writing.
- c) In case the production or processing of a Delivery Good is based on specifications made and released by the buyer within quality descriptions, plans, sketches, drawings, etc. ("Specifications"), the quality is only assessed on these released Specifications. The buyer is not entitled to any warranty claims against us for defects which are based on the buyer's own released Specifications.
- d) Notifications of defects will only be recognised, if they are filed in writing upon the discovery of the defect without undue delay, at the latest, however, within 10 days after the buyer received the respective Delivery Goods. The latter does not apply to hidden defects, which have to be notified in writing stating the invoice number upon their discovery without undue delay and transportation defects as well as

incomplete or obviously wrong deliveries which in any event have to be notified in writing stating the invoice number upon reception of the Delivery Goods without undue delay.

- e) The buyer bears the burden of proof that all requirements for a material defects claim, including but not limited to the existence of a defect, the point in time the defect was detected, the existence of a hidden defect, the timely notification with regard to the defect and that the defect already existed at the time of the passing of risks.
- f) A rejected Delivery Good may only be sent back to us at our costs, if we have explicitly agreed or requested such Delivery Good to be sent back to us. In any event, in case of a notification of defect we are entitled to inspect and check the rejected Delivery Good at the buyer's place.
- g) In case a complaint is justified we will at our discretion either remedy the defect or deliver a defect-free replacement item (both are hereinafter referred to as: "Supplementary Performance").
- h) We gain ownership of replaced Delivery Goods.
- i) In case the Supplementary Performance either fails, is not conducted despite a reasonable period has been set, is intolerable for the buyer or is rightfully refused by us, the buyer is entitled to claim in accordance with the applicable legal provisions and at its discretion a reduction of the purchase price ("Purchase Price Reduction") or withdraw from the contract ("Withdrawal") and/or claim damages in accordance with number 6 or a reimbursement of its damages. However, in case of minor defects the buyer is not entitled to withdraw from the contract.
- j) We do not assume any liability or warranty for damages based on inappropriate or incorrect use, defective installation or commissioning by the buyer or third parties, normal wear, incorrect or negligent treatment, inappropriate operating materials, replacement materials, defective construction works or chemical or physical influences.
- k) The statutory limit for claims regarding material defects is one year calculated from the delivery of the Delivery Good at the buyer's place. With regard to the rights and claims of the buyer in case of fraudulent concealment or willfully conducted defects the statutory time limits apply.
- l) The seller's right of recourse in accordance with section 478 of the German Civil Code (Bürgerliches Gesetzbuch – BGB) remains unaffected by the provisions of this number.

## 6. Limitation of Liability

- a) In case of a violation of the fundamental contractual obligations or cardinal obligation, respectively, caused by simple negligence our liability is limited to the damages foreseeable at the time of the conclusion of the contract and typical for such kind of contract.
- b) In case of damages caused by the simple negligent violation of other contractual obligations (i.e. contractual obligations not referred to in number 6a) our liability is excluded.
- c) The aforementioned limitations of liability also apply in case of a violation of obligations caused by our legal representatives or vicarious agents.
- d) Apart from that the statutory claims of the buyer regarding damages remain unaffected; in particular, we are liable to the full amount of damages in case of gross negligence or willful misconduct.
- e) The limitations of liability in number 6a) and b) do not apply in cases of mandatory legal liability (especially product liability) and do not apply as well to damages of body and health or the loss of life caused by us, warranties given by us or fraudulent concealment of defects.
- f) The statutory limit for damage claims of the buyer based on other reasons than defects of the Delivery Goods is one year calculated from the statutory beginning of the limitation period.

## 7. Reservation of Title

- a) All Delivery Goods remain property of the seller until all claims, including but not limited to future claims deriving from our business relationship with the seller are paid ("Reservation of Title"). In case these

claims are included in an ongoing invoice, the Retention of Title remains valid until the balance of such ongoing invoice is paid.

- b) The buyer has to provide us at any time with all requested information regarding the Delivery Goods covered by the Reservation of Title ("Reserved Goods"). The buyer has to inform us without undue delay in case of a seizure of or other accesses of third parties to the Reserved Goods or the claims assigned to us. The buyer bears the costs of the defense against such accesses.
- c) In case the realisable value of the securities provided for us exceeds the total value of the claims due to us from supplies by more than 10 % we shall release collateral at our discretion if so requested by the buyer.
- d) In case the buyer is in default with regard to material contractual obligations, we are entitled – irrespective of any other rights – to take back the Reserved Goods, i.e. the buyer has to hand out the Reserved Goods to us and we are entitled to utilise them otherwise for the purpose of satisfying its due claims against the Customer after we have withdrawn from the contract.

## **8. Applicable Law**

- a) The contract shall be governed by German Law.
- b) German legal provisions regarding the conflict of laws and CISG shall be excluded.

## **9. General Provisions**

- a) The buyer is not entitled to assign its claims against us to third parties without our written approval.
- b) With regard to our delivery obligation the place of performance is the registered place of the business unit, which is party to the respective contract. The place of performance for all other obligations is Neumünster/Germany.
- c) The place of jurisdiction shall be Hamburg/Germany. We are entitled to sue the buyer at any other statutory place of jurisdiction.
- d) If single clauses of these General Terms and Conditions of Sale are partly or entirely invalid the validity of the remaining clauses shall not be affected. The parties are obliged to replace the invalid clause with a valid clause, which most closely approximates the invalid clause.

As of April 2023