

## General Terms and Conditions of Sale

(Status 05/2023)

### § 1 Applicability

(1) These General Terms and Conditions of Sale are applicable to all deliveries of our products. This shall apply also to all future transactions between us and the customer, even where in individual cases we do not expressly rely on the application of these General Terms and Conditions of Sale. We do not recognize any terms and conditions of the customer, which conflict or deviate from our General Terms and Conditions of Sale, unless we have given our express approval in writing. Our General Terms and Conditions of Sale shall also apply where in the knowledge of terms and conditions of the customer, which conflict or deviate from our General Terms and Conditions of Sale, we perform unconditional delivery to the customer.

(2) Amendments and additions to agreements concluded, including these GTC, require the written form. With the exception of members of the managing directors and authorized signatories (Prokuristen), our employees are not authorized to conclude verbal agreements deviating therefrom.

(3) Our General Terms and Conditions of Sale only apply to companies in the meaning of §14 German Civil Code.

### § 2 Quotation - Offer documentation

(1) If the order is deemed to be an offer pursuant to §145 German Civil Code, we are entitled to accept it within 2 weeks.

(2) Our offers are always subject to confirmation.

(3) We reserve all property rights and copyright in images, drawings, calculations and other documentation. This shall also apply to those documents which are designated "confidential". The customer may not pass any documentation to third parties without our express, written consent.

### § 3 Prices - Payment conditions

(1) Unless otherwise agreed in individual cases, our prices apply ex works, exclusive of packaging; the latter shall be charged separately.

(2) Our prices do not include statutory Value Added Tax (VAT); VAT in the statutory amount as of the date of invoice is shown as a separate item on the invoice.

(3) Deduction of any discount requires a special written agreement.

(4) Unless otherwise stated in the order confirmation, the purchase prices shall be payable net (without any deductions) within 30 days of the date of invoice. The statutory provisions concerning the consequences of arrears of payment shall apply.

(5) The customer is only entitled to set off against counterclaims which have become res judicata, which are undisputed or which have been acknowledged by us. Moreover, the customer is entitled to exercise a right of retention only insofar as his counterclaim is based on the same contractual relationship.

(6) In the event of any dunning and arrears process, we shall be entitled to charge interest in the amount of the interest rate charged by our trading banks for open current account credit, but at least in the amount of eight percentage points above the base interest rate. If the transaction constitutes a commercial transaction for both parties, we shall be furthermore entitled to

interest in the amount of 5% p.a. with effect from the due date for payment.

### § 4 Delivery period

(1) Delivery periods quoted by us are without obligation and shall always be deemed approximate, unless they have been stipulated as binding. Agreed delivery deadlines apply to the provision of the goods at the place of performance or, where it has been agreed that the goods shall be shipped, to the delivery of the goods to the person responsible for transport.

(2) The delivery period quoted by us shall not begin until we have received in good time from the customer all the required technical data.

(3) The observance of our delivery commitment is furthermore subject to the timely and proper performance by the customer of his obligations. We reserve the right to assert the defense of failure to perform the contract.

(4) If the customer is in default of acceptance or culpably breaches other duties of cooperation, we shall be entitled to demand compensation for damages arising in this respect including any additional expenditure. We reserve the right to assert further claims or rights.

(5) If the requirements of para (4) are met, the risk of accidental loss or accidental deterioration of the purchased item shall pass to the customer as of the moment when the customer has fallen into default of acceptance.

(6) In the event of a delay in delivery we shall accept liability in accordance with the statutory provisions. Our liability for simple negligence is however excluded, unless the delay in delivery results from a breach of a material contractual obligation; our liability for negligent breach of material contractual obligations is restricted to foreseeable, typically occurring damage.

### § 5 Transfer of risk - Packaging costs

(1) Deliveries shall be made under the following conditions: FCA – Düsseldorf, Germany (Incoterms 2020), unless otherwise agreed in individual cases. The place of performance is Düsseldorf. At the customer's request, we shall ship the goods to a place designated by the customer at the customer's expense and risk. Unless otherwise agreed, we shall in this case determine the mode of dispatch and packaging at our discretion.

(2) Separate agreements apply to the return of packaging.

(3) Upon request of the customer, we shall cover the goods with a transport insurance policy; the costs incurred in this respect shall be borne by the customer.

(4) References to Incoterms in offers, acceptances and order confirmations shall be such of Incoterms 2020, unless expressly regulated otherwise.

### § 6 Warranty of merchantability

(1) The Customer may only raise claims for defects if the customer has properly complied with the duty of inspection and objection imposed on him by § 377 German Commercial Code.

(2) If a purchased item has a defect, we shall be obliged at our discretion to supplementary performance by remedying the defect or delivering a new item, free from defects. In the event that we remedy the defect or deliver a replacement item we shall be obliged to bear all expenses incurred for the supplementary performance, in particular transport, toll, labor and material costs, unless these have been incurred because the purchased

item has been placed in a location other than the place of performance.

(3) If the defect is not successfully remedied, the customer shall be entitled at his discretion to demand withdrawal from the contract or reduction of the price.

(4) The customer is entitled to damages pursuant to the statutory provisions in accordance with § 7.

(5) The statute of limitations for warranty claims, with the exception of damage claims for injury to life, limb or health and on the grounds of gross negligence, shall be twelve months, as from the transfer of risk.

## § 7 Liability

(1) Our liability for damages and reimbursement of expenses, irrespective of the legal basis, is excluded, unless otherwise stipulated in para. (2).

(2) We accept liability under the Product Liability Act and liability for culpable injury to life, limb or health in accordance with the statutory provisions. The same shall apply in the case of intent and gross negligence. We shall be liable for simple negligence - unless a case under sentence 1 applies - solely in the case of breach of material contractual duties. Material contractual duties are those, the breach of which jeopardizes the achievement of the purpose of the contract, or the fulfilment of which is paramount in the first instance for the proper performance of the contract and on the fulfilment of which the customer may routinely rely. In this case our liability shall be restricted to foreseeable, typically arising damage.

(3) Insofar as our liability for damages is excluded or restricted, this shall also apply with respect to the personal liability of our officers, employees, other staff, representatives and vicarious agents.

## § 8 Guarantee of retention of title

(1) We reserve title in the purchased item until receipt of all payments due under the delivery contract. In the case of breach of contract by the customer, in particular in the event default of payment, we shall be entitled to recover the purchased item. Recovery by us of the purchased item constitutes withdrawal from the contract. After recovery of the purchased item, we are authorized to sell it, the proceeds of sale to be offset against the customer's accounts payable - after deduction reasonable costs of processing.

(2) The customer shall be obliged to handle with care the item subject to retention of title. In particular he shall be obliged to insure the said item adequately at replacement value at his own costs against fire and water damage and against theft. If maintenance and inspection work is required, the customer must carry out this work in due time and at his own costs.

(3) In the case of distraints or other interventions by third parties the customer must notify us in writing without delay, so that we can institute legal proceedings pursuant to §771 German Code of Civil Procedure. If the third party is unable to reimburse to us the judicial and extra judicial costs of a legal action pursuant to §771 German Code of Civil Procedure, the customer shall be liable for the financial loss incurred by us.

(4) The customer shall be entitled to sell on the purchased item in the ordinary course of business; he shall however assign to us with immediate effect all receivables in the amount of the final invoiced amount of our claim (including VAT), which accrue to

him from the selling on against his buyer or any third party and regardless of whether the purchased item has been sold on subsequent to processing or without having been processed. The customer shall remain entitled to collect the receivables even after the assignment. Our authorization to collect the receivables ourselves shall thereby remain unaffected. We undertake however not to collect the claim, provided that the customer fulfils his payment obligations arising from the collected proceeds, refrains from falling into arrears of payment and in particular providing that no application has been made to open composition or insolvency proceedings against the customer or to declare him bankrupt. If however this is the case, we shall be entitled to revoke the direct debit mandate and may require that the customer notifies us of the assigned receivables and the parties liable, discloses all the information required for collection, surrenders the pertinent documentation and informs the parties liable (third parties) of the assignment.

(5) The processing or alteration of the purchased item is always undertaken on our behalf. If the purchased item is processed with other objects, which are not our property, we shall acquire the joint title in the new item in proportion to the value of the purchased item (final invoiced amount, including VAT) as regards the other processed objects on the date of processing. In other respects, the same shall apply to the processing of the resulting item as for the delivered purchased item under reserve.

(6) If the purchased item is inseparably mixed with others which are not our property, we shall acquire the joint title in the new item in proportion to the value of the purchased item (final invoiced amount, including VAT) as regards the other mixed objects on the date of mixing. If the objects are mixed in such a way that the customer's item can be regarded as the main item, it is deemed to have been agreed that the customer shall assign to us pro rata joint title. The customer shall vouchsafe to us the sole or joint title which has thus arisen.

(7) To safeguard our claims against him the customer shall assign to us the claims against any third party, which have accrued by reason of the linking of the purchased item with a plot of real estate.

(8) Upon the customer's request we shall release the securities granted to us, insofar as the exploitable value of our securities exceeds the claims to be secured by more than 10%; the choice of which securities to release rests with us.

## § 9 Final provisions

(1) If the customer is a merchant, the sole Court of jurisdiction shall be Düsseldorf (our registered office); we shall however be entitled also to bring an action against the customer at his Court of domicile.

(2) The applicable law shall be the law of the Federal Republic of Germany to the exclusion of the UN Convention on Contracts for the International Sale of Goods.

(3) Unless otherwise stipulated in the order confirmation, place of performance shall be our registered office.

(4) In the event that any provision of this contract is or becomes invalid in whole or in part, the validity of the remaining provisions shall remain unaffected.