

General Terms and Conditions of Sale of HDO Druckguß- und Oberflächentechnik GmbH

Sec. 1 General, Scope

(1) Our General Terms and Conditions of Sale ("Terms and Conditions of Sale") shall apply to all contracts concluded from 15 July 2024 onwards, the subject of which is primarily the delivery of movable goods ("Goods") to buyers whose registered business address is in Germany. Any additional responsibilities assumed shall not affect the validity of these Terms and Conditions of Sale.

(2) Our Terms and Conditions of Sale shall apply exclusively; we do not recognise any Terms and Conditions of Buyer that conflict with or deviate from our Terms and Conditions of Sale or from the statutory provisions unless we have expressly agreed to their validity in writing. Our silence with regard to Buyer's terms and conditions shall not constitute acknowledgement or consent. Our Terms and Conditions of Sale shall even apply if we accept Buyer's performance without reservation or render our services without reservation in the knowledge that Buyer's Terms and Conditions conflict with or deviate from our Terms and Conditions of Sale. Our Terms and Conditions of Sale shall apply in place of any Terms and Conditions of Buyer even if, according to these, our acceptance of the order is intended as unconditional acceptance of the Terms and Conditions, or if we deliver after Buyer has indicated the applicability of Buyer's Terms and Conditions, unless we have expressly waived the applicability of our Terms and Conditions of Sale.

(3) Our Terms and Conditions of Sale shall only apply if Buyer is an entrepreneur (Sec. 14 BGB (German Civil Code)), a legal entity under public law or a special fund under public law.

(4) References to the applicability of statutory provisions are for clarification purposes only. Even without such clarification, the statutory provisions shall therefore apply to the extent that they are not directly amended or expressly excluded in these Terms and Conditions of Sale.

Sec. 2 Quotation, conclusion of contract and content of the contract

(1) Our offers are subject to change and non-binding. The conclusion of the contract shall always require our written order confirmation.

(2) The ordering of the goods by Buyer shall constitute a binding contractual offer. Unless otherwise stated in the order, we may accept this contractual offer within fourteen (14) days of its receipt.

(3) Buyer shall be required to inform us in writing prior to the conclusion of a contract if (a) the goods to be delivered are not to be suitable exclusively for normal use or if Buyer assumes a certain suitability for use, (b) the goods are to be used under unusual conditions or are exposed to special stresses, (c) the goods are to be used under conditions involving a special health or safety risk, (d) the goods are to be used outside Germany or are to be delivered to customers of Buyer located outside Germany, (e) public statements by the manufacturer or other third parties (e.g. advertising statements) are decisive for Buyer's purchase decision or (f) in the event of defective deliveries, typical contractual damages are conceivable which exceed the net purchase price of the goods. Unless expressly agreed otherwise, the goods must only comply with the regulations applicable for use in Germany.

(4) Our statements regarding the goods (e.g. weights, dimensions, utility values, load capacity, tolerances and technical data) as well as our representations thereof (e.g. drawings and illustrations) shall only be approximate unless the usability for the contractually intended purpose requires exact conformity. They shall neither constitute a guarantee of the quality nor a guarantee of durability of the goods to be supplied by us. Any guarantees to be assumed by us at the time of conclusion of the contract shall require express written confirmation as a "Guarantee".

(5) Deviations that are standard in the trade and deviations that occur due to statutory regulations or that represent technical improvements, as well as the replacement of components with equivalent parts, shall be permissible to the extent that they do not impair the usability for the contractually intended purpose.

(6) With the exception of acceptance of the goods in accordance with Sec. 433 Para. 2 BGB (German Civil Code), acceptance of the goods shall not be guaranteed.

(7) Upon conclusion of the contract, we shall not assume any procurement risk within the meaning of Sec. 276 BGB (German Civil Code), even if we are required to deliver goods of a certain type only. In addition, even if we are required to deliver goods of a certain type, we shall not be required to procure the parts required for the fulfilment of the contract elsewhere in the event of non-availability of the service within the meaning of Sec. 3 Para. 7 of these Terms and Conditions of Sale if the associated costs for us are disadvantageous compared to the costs of congruent coverage within the meaning of Sec. 3 Para. 7 of these Terms and Conditions of Sale and Buyer is also not prepared to bear these additional costs. Furthermore, we shall not assume any guarantee for the goods.

(8) All agreements made between us and Buyer for the purpose of executing this contract at the time of conclusion of the contract shall be set out in writing in the contract and these Terms and Conditions of Sale.

(9) We reserve any and all property rights and copyrights to samples, illustrations, drawings, calculations and other documents disclosed or provided to Buyer by us. This shall also apply to any such written documents that are labelled "confidential". Buyer shall require our express written approval before passing them on to third parties.

Sec. 3 Delivery, delivery time, cancellation in the event of default, compensation for damages in the event of default

(1) If no other delivery modality has been agreed upon, delivery shall be EXW Incoterms® 2020 to the delivery address specified in our order confirmation or, if no delivery address is specified in our order confirmation, EXW Halberstädter Straße 7-13, 33106 Paderborn/Germany Incoterms® 2020.

(2) The transfer of risk shall take place upon delivery. If the delivery is delayed because we make use of our right of retention due to Buyer's default in payment in whole or in part, or for any other reason for which Buyer is responsible, the risk shall pass to Buyer at the latest from the date of receipt of the notification to Buyer that the goods are ready for dispatch and/or performance.

(3) The start of the delivery period stated by us presupposes that all technical questions have been clarified. The adherence to our delivery obligation further presupposes the timely and proper fulfilment of all obligations of Buyer. The right to objection by claiming a non-fulfilled contract shall remain reserved.

(4) Agreed upon delivery periods shall not constitute a fixed-date transaction.

(5) We shall be entitled to make partial deliveries and render partial services within the agreed upon delivery periods and/or by the agreed upon delivery date, to the extent that this is reasonable for Buyer.

(6) If Buyer requests changes to the goods after conclusion of the contract, this shall lead to an extension of the delivery period – provided that we agree to these changes, which we shall not be required to do. Depending on the order situation, the extension period may be longer than would be necessary for the mere implementation of the change requests.

(7) If we are unable to meet binding delivery deadlines or delivery dates for reasons for which we are not responsible (non-availability of the deliverables), we shall be entitled to postpone the deliverables for the duration of the hindrance and we shall inform Buyer of this without delay and at the same time inform Buyer of the expected new delivery deadline or the new delivery date. If the deliverable is also not available within the new delivery period or on the new delivery date for reasons for which we are not responsible, we shall be entitled to withdraw from the contract in whole or in part; we shall reimburse any consideration already paid by the Buyer without undue delay. A case of non-availability of the service in this sense shall include, in particular, the constellation of circumstances in which we are not supplied on time by our supplier for reasons for which we are not responsible, despite proper congruent coverage (i.e., despite a contractual agreement with our supplier with which Buyer's fulfilment claim can be fulfilled in accordance with the contract in terms of quantity, quality and period of performance). Events of force majeure of not insignificant duration (i.e., lasting longer than 14 calendar days) shall also count as a case of non-availability of the service in this sense. Equivalent to force majeure shall be

armed conflicts, strikes, lockouts, official interventions, shortages of energy and raw materials through no fault of our own, transport bottlenecks or obstacles through no fault of our own, operational hindrances through no fault of our own (e.g. due to fire, water or machine damage) and all other hindrances which, from an objective point of view, have not been culpably caused by us. This Sec. 3 Para. 7 of these Terms and Conditions of Sale shall not apply if we have assumed a procurement risk within the meaning of Sec. 276 BGB (German Civil Code).

(8) If Buyer is in default of acceptance or culpably violates other obligations to co-operate, we shall be entitled to demand compensation for the damage incurred by us in this respect, including any additional expenses. We reserve the right assert further claims.

(9) Buyer shall only be entitled to withdraw from the contract due to late delivery and/or non-delivery if we are in default with the fulfilment of the main obligations incumbent on us or have otherwise materially breached obligations arising from the contract and if we are responsible for the default or breach of obligation. Without waiving other statutory provisions, a written request to us to perform our service within a reasonable period of time shall always be required to cause default, even if the time of performance is determined by the calendar. In all other respects, the statutory provisions shall apply for the default to occur.

(10) Should we be in default of delivery in accordance with the statutory requirements, taking into account the provisions set out in these Terms and Conditions of Sale, and should Buyer have claims for damages against us due to default, our liability in the event of default of delivery shall be limited to 0.5% of the net price agreed upon with Buyer for the undelivered or late delivered goods for each completed week of default, but to a maximum of 5% of the net price agreed upon with Buyer for the undelivered or late delivered goods. This shall not affect claims (a) for fraudulent breach of contract, (b) for wilful and grossly negligent breach of contract, (c) for assumption of a procurement risk within the meaning of Section 276 BGB (German Civil Code), (d) for injury to life, limb and health, as well as (e) in the event of liability under the Product Liability Act.

(11) To the extent that we bear the risk of transport in deviation from Sec. 3 Para. 1 of these Terms and Conditions of Sale, Buyer shall be required to notify the carrier of any externally recognisable loss as well as any externally recognisable damage to the freight at the latest upon delivery by the carrier and to mark the loss or damage sufficiently clearly when doing so. If the loss or damage is not externally recognisable, the loss or damage must be reported to the carrier within seven (7) days of delivery at the latest and the loss or damage must be sufficiently clearly marked. The notification must be made in text form. Notwithstanding the provisions of Sec. 5 Para. 4 to Para. 6 of these Terms and Conditions of Sale, Buyer shall be obliged to send us a copy of this notification without undue delay.

Sec. 4 Prices, terms and conditions of payment and default of payment

(1) Unless otherwise stated in our order confirmation, our prices shall be EXW Incoterms® 2020, excluding packaging. Packaging will be charged separately.

(2) Buyer shall be obliged to pay the full purchase price as well as any other agreed upon ancillary costs without discount on the date specified in our order confirmation or, if no such date is specified, upon issuance of the invoice to the account designated by us free of costs and charges. The receipt of payment into our account shall be decisive for the timeliness of payment. The agreed upon price shall cover the services incumbent upon us excluding packaging. The statutory sales tax shall be shown separately and must be paid additionally by Buyer.

(3) The statutory provisions shall apply to default of payment. During the period of default, interest shall accrue on the purchase price at the applicable statutory interest rate on arrears. We reserve the right to assert further claims for damages caused by delay. Our claim to commercial maturity interest in accordance with Sec. 353 HGB (German Commercial Code) shall remain unaffected vis-à-vis merchants.

(4) Buyer shall be entitled to a right of offsetting and retention only if Buyer's counterclaims have been established as final and absolute, are uncontested, or have been accepted by us or are based on the same contractual relationship.

(5) If Buyer fails to pay invoices due, exceeds the payment targets granted or if Buyer's financial circumstances deteriorate after conclusion of the contract or if we receive information after conclusion of the contract which casts doubt on Buyer's solvency or creditworthiness, we shall be entitled to (a) declare Buyer's entire remaining debt due and payable and demand advance payment or provision of a security, amending the agreements made, (b) demand immediate payment of all our claims based on the same legal relationship after delivery has been made, and (c) raise the objection of uncertainty in accordance with Sec. 321 BGB (German Civil Code).

Sec. 5 Rights of Buyer in the event of defects

(1) The statutory provisions shall apply to the rights of Buyer in the event of material defects and defects of title (including incorrect and short delivery as well as improper assembly and/or defective assembly instructions), unless specified otherwise below. In all cases – even if this is not mentioned separately below – the statutory provisions shall remain unaffected

- if the unprocessed goods are sold to a consumer at the end of the supply chain, even if the consumer has further processed them (supplier recourse in accordance with Sec. 478 BGB (German Civil Code)); however, the provisions of Sec. 478 BGB shall not apply if (a) the defective goods have been further processed by Buyer or another entrepreneur, for example by incorporation into another product; if (b) the defective goods are mixed, firmly combined or blended with other items by Buyer or another entrepreneur; or if (c) the goods sold by us have not been acquired on the basis of a purchase agreement.
- in accordance with Sec. 439 Para. 2 and Para. 3 BGB (reimbursement of expenses necessary for the purpose of subsequent fulfilment) as well as expenses in accordance with Sec. 439 Para. 6 S. 2 BGB, provided that the goods sold by us are newly manufactured goods, unless the claim is time-barred in accordance with these Terms and Conditions of Sale.
- in accordance with Sec. 445a BGB (recourse of Buyer against us in the event that Buyer has to bear expenses in relation to its customer within the scope of subsequent fulfilment in accordance with Sec. 439 Para. 2 and/or Para. 3 and/or Para. 6 Sentence 2 BGB and/or Sec. 475 Para. 4 BGB and/or due to breach of the obligation to update in accordance with Sec. 475b Para. 4 BGB), unless the claim is time-barred in accordance with these Terms and Conditions of Sale.
- in accordance with Sec. 327u BGB.

(2) The goods shall be deemed to have a material defect if, at the time of the transfer of risk, they deviate from the subjective requirements in accordance with Sec. 434 Para. 2 BGB, from the objective requirements in accordance with Sec. 434 Para. 3 BGB or from the assembly requirements in accordance with Sec. 434 Para. 4 BGB at the time of the transfer of risk. The specifications stated in our order confirmation together with the quality agreements contained in these Terms and Conditions of Sale shall conclusively reflect the agreed upon qualities. Agreed upon shall be only such accessories and such instructions (including assembly instructions and installation instructions) which are expressly mentioned in our order confirmation. Public statements made by the manufacturer or other third parties (e.g. statements in advertisements) which Buyer has not pointed out to us as being decisive for Buyer's purchase shall not constitute a material defect. There shall be no material defect in the goods if the malfunctions or deviations are attributable to suppliers or designs or other instructions specified by Buyer, and we did not have positive knowledge of the malfunctions or deviations.

(3) The goods shall only have defects of title if they are not free of rights enforceable in Germany at the time of the transfer of risk. However, if the goods are not free of rights enforceable in Germany at the time of the transfer of risk and if this is due to instructions from Buyer, there shall be no defect of title in deviation from Sec. 5 Para. 3 S. 1.

(4) Buyer's claims for defects presuppose that Buyer has duly complied with Buyer's obligations to give notice of defects in accordance with Secs. 377, 381 HGB (German Commercial Code), taking into account the provisions contained in these Terms and Conditions of Sale.

(5) Buyer shall notify us in writing of any obvious material defects without undue delay, but at the latest within seven (7) calendar days of delivery of the goods. Buyer shall also be obliged to inspect the goods immediately after delivery. Buyer shall notify us in writing of any material defects which are recognisable by a proper inspection immediately after Buyer has recognised or should have recognised the material defect. Hidden material defects shall be reported immediately after their discovery. For the avoidance of doubt, an inspection shall not be a necessary prerequisite for a complaint. Additionally, in the case of

building materials and other goods intended for installation or other further processing, Buyer shall be obliged to ensure that an inspection for material defects is carried out immediately prior to processing.

(6) The notification must be sent to us in writing and without delay. It must be worded with sufficient precision to enable us to initiate remedial measures, and secure recourse claims against our suppliers without having to make further enquiries at the buyer's. In all other respects, the complaint must comply with the statutory provisions. Our employees are not authorised to accept notifications of defects outside our business premises nor to make declarations regarding warranty.

(7) To the extent that a material defect in the goods has been notified in good time, we shall be required, at our discretion, to provide subsequent fulfilment in the form of rectification of the defect or delivery of a new defect-free item. Our right to refuse subsequent fulfilment under the statutory prerequisites shall remain unaffected. The subsequent fulfilment may take place, at our discretion, at our registered office or at the place of use of the goods. We shall not be liable for any expenses incurred as a result of the goods being transported to a location other than Buyer's place of business unless Buyer has informed us in writing in its order prior to conclusion of the contract that the goods shall be transported to a location other than its place of business and we have expressly agreed to this. In the event of a replacement delivery, Buyer shall return the defective item to us in accordance with the statutory provisions. The subsequent fulfilment shall neither include the de-installation of the defective item nor the re-installation if we were not originally obliged to install it. We shall be entitled to make the subsequent fulfilment owed dependent on Buyer paying the purchase price due. However, Buyer shall be entitled to retain a reasonable portion of the purchase price in proportion to the defect.

(8) To the extent that the goods sold by us are newly manufactured goods, we shall – without waiving the statutory provisions and the provisions contained in these Terms and Conditions of Sale, in particular without waiving the defence of disproportionality in accordance with Sec. 439 Para. 4 BGB (German Civil Code) – within the scope of subsequent fulfilment, be obliged to reimburse Buyer for the necessary expenses for the removal of the defective goods and the installation or attachment of the repaired or delivered defect-free goods, provided that Buyer has installed the defective goods in another item or attached them to another item in accordance with their type and intended use.

(9) If the proper rectification or replacement delivery does not take place within the reasonable period set by Buyer, Buyer shall be entitled to withdraw from the contract or demand a reduction in price in compliance with the statutory provisions. There shall be no need to set a deadline if setting a deadline is not required under the statutory provisions. This shall be the case, for example, if a rectification has failed. A rectification shall be deemed to have failed after the third unsuccessful attempt – in each case in relation to the specific individual defect – unless the nature of the defect or other circumstances indicate otherwise.

(10) To the extent that Buyer has incurred damages or wasted expenditures due to a defect in the goods delivered by us, the provisions of Sec. 6 of these Terms and Conditions of Sale shall apply in addition. However, in the case of delivery of used goods, we shall not be liable for damages and expenses – except for liability in the situations specified in Sec. 6 Para. 2 b) and Sec. 6 Para. 5 of these Terms and Conditions of Sale; instead, in the case of delivery of used goods, Buyer's warranty rights (i.e., Buyer's rights due to breach of duty in the form of delivery of defective goods) shall be limited to the remedies specified in Sec. 5 Para. 7 and Sec. 5 Para. 9 of these Terms and Conditions of Sale.

(11) With the exception of the cases regulated in Sec. 5 Para. 12 of these Terms and Conditions of Sale, any claims of Buyer due to the delivery of new defective goods shall become statute-barred one (1) year after the statutory commencement of the period of limitation and due to used defective goods six (6) months after the statutory commencement of the period of limitation. The suspension of expiry under Sec. 327u BGB and Sec. 445b Para. 2 BGB (limitation period for recourse claims in the supply chain) shall remain unaffected in any case.

(12) In deviation from Sec. 5 Para. 11 of these Terms and Conditions of Sale, the statutory warranty periods shall apply:

- for claims in accordance with Sec. 438 Para. 1 No. 1 BGB (claims if the defect consists of a right in rem of a third party on the basis of which the return of the purchased item can be demanded or in another right that is entered in the land register);

- if the goods are a newly manufactured item that is a building and/or an item that has been used for a building in accordance with its customary use and has caused its defectiveness;
- if Buyer's claims are based on an intentional and/or grossly negligent breach of contract;
- in the event of fraudulent concealment of a defect;
- if a guarantee has been assumed for the quality of the goods;
- in the event of the assumption of a procurement risk within the meaning of Sec. 276 BGB;
- for claims due to injury to life, limb and/or health;
- for claims in accordance with the Product Liability Act;
- for claims that fall within the scope of Sec. 478 BGB (special provisions for entrepreneur recourse in the case of a sale of consumer goods), unless (a) the defective goods were further processed by Buyer or another entrepreneur, for example by incorporation into another product; (b) the defective goods were mixed, firmly connected or blended with other items by Buyer or another entrepreneur; or (c) the goods sold by us were not acquired by the consumer on the basis of a purchase contract.

A reversal of the burden of proof shall not be associated with the above provisions.

(13) Replacement delivery or rectification of defects shall not lead to limitation periods starting anew.

(14) Statutory provisions that go beyond this notwithstanding, the suspension of the statute of limitations shall also end if the inhibiting negotiations on the matter are not continued for more than four (4) weeks. A new start of a suspension of the limitation period for claims of Buyer shall in any case require our express written confirmation.

Sec. 6 Liability for damages and expenses

(1) Our liability for damages and expenses shall be governed by the following provisions in addition to the above provisions in Sec. 5 of these Terms and Conditions of Sale. Subject to a limitation period in accordance with Sec. 5 Para. 11 in conjunction with Sec. 5 Para. 12 of these Terms and Conditions of Sale, the statutory provisions shall remain unaffected in all cases – even if this is not mentioned separately below

- in accordance with Sec. 327u BGB;
- in accordance with Sec. 445a BGB (recourse of Buyer against us in the event that Buyer has to bear expenses in relation to its customer within the scope of subsequent fulfilment in accordance with Sec. 439 Para. 2 and/or Para. 3 and/or Para. 6 S. 2 BGB and/or Sec. 475 Para. 4 BGB and/or due to breach of the obligation to update in accordance with Sec. 475b Para. 4 BGB);
- in accordance with Sec. 478 BGB (special provisions for entrepreneur recourse in the case of a consumer goods purchase), unless (a) the defective goods have been further processed by Buyer or another entrepreneur, for example by incorporation into another product; (b) the defective goods have been mixed, firmly combined or blended with other items by Buyer or another entrepreneur; or (c) the goods sold by us were not acquired by the consumer on the basis of a purchase contract; as well as
- our obligation to bear the expenses necessary for the purpose of subsequent fulfilment in accordance with Sec. 439 Para. 2 and/or Para. 3 BGB as well as expenses in accordance with Sec. 439 Para. 6 S. 2 BGB, provided that the goods sold by us are newly manufactured goods, whereby such a claim presupposes that the claim for subsequent fulfilment in accordance with Sec. 439 Para. 1 BGB has not become time-barred in accordance with these Terms and Conditions of Sale.

(2) Our liability for damages or futile expenses of Buyer shall only arise if the damage or the futile expenses

- a) has been caused by a culpable breach of an obligation, the fulfilment of which is essential for the proper performance of the contract and on the observance of which Buyer may regularly rely (essential contractual obligation), or
- b) are attributable to a grossly negligent or wilful breach of duty.

(3) If we are liable pursuant to Sec. 6 Para. 2 a) of these Terms and Conditions of Sale for the breach of a material contractual obligation, our liability for damages shall be limited to the typically occurring damage foreseeable at the time of conclusion of the contract. To the extent that the material breach of contract consists of the delivery of defective goods, our liability for damages shall be limited to EUR 500,000 in deviation from Sec. 6 Para. 3 S. 1 of these Terms and Conditions of Sale. Sec. 3 Para. 10 of these Terms and Conditions of Sale shall apply to damages caused by delay.

(4) The above limitations of liability in Sec. 6 Para. 2 to Para. 3 of these Terms and Conditions of Sale shall not apply to liability (a) in accordance with the Product Liability Act, (b) in the event of the assumption of a guarantee for the quality of the goods, (c) in the event of the assumption of a procurement risk within the meaning of Sec. 276 BGB, (d) in the event of fraudulent concealment of a defect, (e) for damages resulting from culpable injury to life, limb or health, as well as (f) for damages resulting from a grossly negligent or wilful breach of duty.

(5) Liability for damages arising from the delivery of used goods shall be excluded, with the exception of liability (a) in accordance with the Product Liability Act, (b) in the event of the assumption of a guarantee for the quality of the goods, (c) in the event of the assumption of a procurement risk within the meaning of Sec. 276 BGB, (d) in the event of fraudulent concealment of a defect, (e) for damages resulting from culpable injury to life, limb or health, as well as (f) for damages resulting from a grossly negligent or wilful breach of duty.

(6) Buyer's obligation to minimise damages in accordance with Sec. 254 BGB shall remain unaffected. Any agreement between Buyer and its customers which aggravates Buyer's statutory liability to its detriment shall constitute a breach of this duty to minimise damages and – to the extent that Buyer's statutory liability has been aggravated to its detriment – shall result in the exclusion of any claim for compensation against us.

(7) We shall be obliged to pay compensation for damages due to a breach of contractual and/or pre-contractual obligations owed to Buyer exclusively in accordance with the provisions of these Terms and Conditions of Sale. Any recourse to competing bases for claims, e.g. culpa in contrahendo pursuant to Sec. 311 Para. 3 BGB, positive breach of contract pursuant to Sec. 280 BGB or tortious claims pursuant to Sec. 823 BGB shall be excluded. To the extent that our liability for damages is excluded or limited, this shall also apply to the personal liability of our executive bodies, employees, workers, representatives and vicarious agents.

(8) The above provisions in Sec. 6 of these Terms and Conditions of Sale shall apply subject to

- Sec. 327u BGB;
- Sec. 445a BGB (recourse of Buyer against us in the event that Buyer has to bear expenses in relation to its customer within the scope of subsequent fulfilment pursuant to Sec. 439 Para. 2 and/or Para. 3 and/or Para. 6 S. 2 BGB and/or Sec. 475 Para. 4 BGB and/or due to breach of the obligation to update in accordance with Sec. 475b Para. 4 BGB);
- Sec. 478 BGB (special provisions for the entrepreneur's recourse in the case of a sale of consumer goods; however, the provisions of Sec. 478 BGB shall not apply in the event that (a) the defective goods have been further processed by Buyer or another entrepreneur, for example by incorporation into another product; in the event that (b) the defective goods are mixed, firmly combined or blended with other items by Buyer or another entrepreneur; or in the event that (c) the goods sold by us are not acquired on the basis of a purchase contract); as well as subject to
- the expenses to be borne by us for the purpose of subsequent fulfilment in accordance with Sec. 439 Para. 2 and/or Para. 3 BGB, as well as expenses in accordance with Sec. 439 Para. 6 S. 2 BGB, provided that the goods sold by us are newly manufactured goods,

also for claims of Buyer for reimbursement of expenses.

(9) We shall not and do not assume any contractual indemnification obligations towards Buyer. Upon request of Buyer and in lieu of a payment to Buyer, we shall indemnify Buyer against claims of third parties only to the extent that Buyer would have a claim for damages against us on the basis of the provisions set out in these General Terms and Conditions of Sale.

Sec. 7 Reservation of Title

(1) We reserve title to the goods sold until payment in full of all our current and future claims arising from the contract (secured claims). Unless Buyer has paid in advance or a cash transaction exists within the meaning of Sec. 142 InsO (German Insolvency Code), we reserve title to the goods sold for all present and future claims (secured claims) arising from the current business relationship.

(2) The goods subject to retention of title may neither be pledged to third parties nor assigned as security before payment in full of the secured claims. Buyer shall notify us without delay in writing if an application has been filed to open insolvency proceedings or if the goods belonging to us are accessed by third parties.

(3) In the event of breach of contract by Buyer, in particular non-payment of the purchase price due, we shall be entitled to withdraw from the contract in accordance with the statutory provisions and then demand the return of the goods on the basis of the retention of title.

(4) If Buyer processes the goods subject to retention of title in the ordinary course of business, the retention of title shall extend to the full value of the products resulting from the processing, mixing or combining of our goods, whereby we shall be deemed to be the manufacturer. If, in the event of processing, mixing or combining with goods, a third party right of ownership remains, we shall acquire co-ownership in proportion to the invoice values of the processed, mixed or combined goods. In all other respects, the same shall apply to the resulting product as to the goods delivered subject to retention of title.

(5) If Buyer resells the goods subject to retention of title in the ordinary course of business, Buyer hereby assigns to us by way of security the resulting claim against the purchaser – in the case of co-ownership of the Seller in the goods subject to retention of title in proportion to the co-ownership share. The same shall apply to other claims that take the place of the goods subject to retention of title or otherwise arise with regard to the goods subject to retention of title, such as insurance claims or claims arising from unauthorised acts in the event of loss or destruction. We accept the assignment. We revocably authorise Buyer to collect the claims assigned to us in Buyer's own name. We shall be entitled to revoke this direct debit authorisation if Buyer is in default of payment, if Buyer fails to meet its payment obligations to us, or if we have exercised our right under Sec. 7 Para. 3 of these Terms and Conditions of Sale.

(6) If the realisable value of the sureties exceeds our claims by more than 10%, we shall release sureties of our choice at Buyer's request.

Sec. 8 Cancellation of Agreement

In addition to the provisions of Sec. 3 Para. 7 of these Terms and Conditions of Sale and without limiting the statutory provisions, we shall be entitled to withdraw from the contract if the performance of the contract is or becomes prohibited by law. Buyer shall not be entitled to any claims for damages or reimbursement of expenses against us as a result of the withdrawal, unless we were responsible for the circumstances that authorised us to withdraw from the contract.

Sec. 9 Reimbursement of tool costs

To the extent that the transfer of title to tools manufactured or procured by us specifically for the manufacture of the goods to be delivered to Buyer has not been expressly agreed upon in writing, these tools shall remain our property. Even in case of payment in full of the tool costs for these tools, Buyer shall not acquire any claim to transfer of ownership of the tools themselves.

Sec. 10 Place of performance, choice of law and place of jurisdiction

(1) The place of delivery shall follow from Sec. 3 Para. 1 of these Terms and Conditions of Sale. The place of payment and fulfilment for all other obligations arising from the contract with Buyer shall be Halberstädter Straße 7-13, 33106 Paderborn/Germany. These provisions shall also apply if services rendered are to be reversed. We do, however, reserve the right to carry out subsequent fulfilment at the place where the goods are located.

(2) These Terms and Conditions of Sale and the contractual relationship between us and Buyer shall be governed by the laws of the Federal Republic of Germany to the exclusion of the UN Convention on Contracts for the International Sale of Goods.

(3) If the customer is a merchant within the meaning of the German Commercial Code, a legal entity under public law or a special fund under public law, the state courts with jurisdiction for 33106 Paderborn/Germany shall have exclusive jurisdiction for disputes arising from the contract. We shall, however, in all cases also be entitled to bring an action at Buyer's general place of jurisdiction. Overriding statutory provisions, in particular regarding exclusive responsibilities, shall remain unaffected.

Sec. 11 Miscellaneous

(1) Subject to Sec. 354a of the HGB (German Commercial Code), Buyer shall not be entitled to assign Buyer's rights against us arising from the concluded contract and these Terms and Conditions of Sale to a third party without our prior written consent.

(2) When reselling the goods and carrying out such transactions, Buyer shall observe and comply with all provisions of foreign trade law, including the American (re-)export control regulations.

(3) In deviation from Sec. 15 Para. 1 VerpackungsG (German Packaging Act), we shall only take back the packaging specified therein at our place of business if Buyer does not return the aforementioned packaging immediately after delivery at the place where the packaging is handed over and in such a timely manner that no waiting times arise for us and any third parties commissioned by us.

(4) Neither a handwritten signature nor an electronic signature shall be required to fulfil the written form requirement. Notifications via fax or e-mail as well as other forms of the text form in accordance with Sec. 126b BGB (German Civil Code) shall satisfy the written form requirement within the meaning of these Terms and Conditions of Sale.

(5) The personal data required for business transactions shall be stored and treated confidentially in compliance with the applicable data protection regulations.

As of: July 2024