



GENERAL TERMS AND CONDITIONS OF BUSINESS

§ 1 General – Scope

(1) Our General Terms and Conditions (hereinafter "Terms & Conditions of Sale") apply exclusively. We will not accept any of the purchaser's conditions which conflict with or deviate from our Terms & Conditions of Sale, unless we have expressly agreed to their validity in writing. Our Terms & Conditions of Sale also apply if we carry out the delivery to the purchaser without reservation while having cognizance of the customer's conditions that conflict with or deviate from our Terms & Conditions of Sale.

(2) Our Terms & Conditions of Sale only apply to companies within the meaning of Section 14 of the German Civil Code (BGB), legal entities under public law and special funds under public law.

(3) The GTC apply both to transactions with customers who have their registered office within as well as with customers who have their registered office outside the Federal Republic of Germany (hereinafter referred to as „export case“).

(3) Our Terms & Conditions of Sale also apply to all future transactions with the customer in the version valid at the time of the order or in any case in the version last communicated to the customer in text form as a framework agreement also for similar future contracts, without us having to refer to them again in each individual case.

(4) Within the meaning of these Terms and Conditions of Sale, "in writing" shall include text form (e.g. email, fax).

§ 2 Offer – Offer documents – Deviations

(1) If the order qualifies as an offer in accordance with Section 145 of the German Civil Code (BGB), we can accept it within two weeks.

(2) We reserve ownership rights and copyrights to illustrations, drawings, calculations and other documents. This also applies to such written documents that are designated as "confidential". The customer shall require our express written consent before passing them on to third parties.

(3) We reserve the right, provided that this is reasonable for the customer, to make changes after conclusion of the contract regarding minor differences in colour, design, weight, dimension or shape of the item to be delivered by us as well as commercial modifications thereof.

§ 3 Pricing – Payment Terms

(1) Unless otherwise stated in the order confirmation, our prices apply "ex works", excluding packaging; this will be invoiced separately.

(2) Statutory VAT is not included in our prices; it will be shown separately in the invoice at the statutory rate on the day of invoicing.

(3) The customer must obtain a special written agreement to apply a discount.

(4) Unless otherwise stated in the order confirmation, the net purchase price is due for payment (without deductions) within thirty (30) days of the invoice date. The statutory rules regarding the consequences of the late payment apply.

(5) The purchaser is not entitled to offsetting rights in an export case. In all other cases, the Customer is entitled to offsetting or retention rights only if its counterclaims have been legally established, undisputed or acknowledged by us. In the event of defects in the delivery, the customer's counter-rights remain unaffected.

(6) The assignment of claims arising from this contractual relationship shall only be permitted in the case of export with our express prior written approval.

§ 4 Delivery lead time and late delivery

(1) All technical questions between the parties must be clarified for us to start the delivery lead time that we specified.

(2) Compliance with our delivery obligation also requires the timely and proper fulfilment of all the customer's obligations. We reserve the right to plea for non-performance of the contract.

(3) If we are unable to meet binding delivery deadlines for reasons for which we are not responsible (non-availability

of the service), we will inform the customer of this immediately and at the same time communicate the expected new delivery deadline. If the service is not available even within the new delivery deadline, we are entitled to withdraw from the contract in whole or in part. We will reimburse the customer immediately for any payment already made. There is unavailability of the service if, for example, our supplier does not deliver in time, if we have concluded a congruent hedging transaction, if there are other disruptions in the supply chain, for example due to force majeure, or if we are not obliged to procure in individual cases.

(4) If the customer is in default of acceptance or culpably violates other obligations to cooperate, we are entitled to demand compensation for the damage incurred, including any additional expenses. Further claims remain reserved.

(5) If the requirements of paragraph (4) are met, the risk of accidental loss or accidental deterioration of the purchased item passes to the customer at the time when the customer is in default of acceptance.

(6) The occurrence of our late delivery is determined in accordance with the statutory provisions. In any case, however, the customer is required to send us a reminder.

(7) If we are late with delivery, we shall be liable for any completed week delay within the framework of a flat-rate delay compensation in the amount of 0.5% of the delivery value, but no more than 5% of the delivery value. We reserve the right to prove that the customer has not suffered any damage or only a significantly lower damage than the above flat rate.

(8) The rights of the customer pursuant to Articles 6 and 7 of these GTC and our legal rights, in particular in the event of an exclusion of the obligation to perform (e.g. due to impossibility or unreasonableness of the service and/or subsequent performance), remain unaffected.

§ 5 Transfer of Risk – Packaging Costs

(1) Unless otherwise stated in the order confirmation, delivery "ex works" is agreed.

(2) Transport and all other packaging, with the exception of pallets, will only be taken back in the cases covered by Section 15 of the German Packaging Act. In other cases, the customer must ensure the disposal of the packaging at its own expense.

(3) If the customer so requests, we will take out a transport insurance policy for the delivery. The customer shall bear the costs incurred.

§ 6 Claims for defects

(2) The statutory provisions shall apply to the customer's rights in case of material defects and defects of title (including incorrectness and shortfall in deliveries as well as improper assembly/installation or defective instructions), unless otherwise specified below.

(3) The basis of our liability for defects is primarily the agreement made regarding the quality and the intended use of the goods (including accessories and instructions), whereby in the case of export, the prevailing standard in the BIRCO country shall be the benchmark. All product descriptions and manufacturer's specifications which are the subject of the individual contract or which we published (in particular in catalogues or on our Internet homepage) at the time the contract was concluded are deemed to be a quality agreements. If the quality has not been agreed and this is not a case of export, whether a defect exists or not must be assessed according to the statutory regulation.

(4) In the case of export, the following applies:

a. We do not provide any assurances beyond the information stated in paragraph (3); in particular we do not guarantee suitability for a specific purpose or suitability for all usual purposes. Nor can any implicit assurances be derived from the information we provide in connection with a sale. Article 35 Para. 2 of the United Nations Convention on Contracts for the International Movement of Goods (CISG) is excluded.

b. The customer shall inspect the goods for non-conform-

ities within five (5) calendar days of receipt of the goods from the carrier.

c. The customer must inform us in writing of any non-conformity within five (5) calendar days of discovery. The Customer is obligated to describe the non-conformity as accurately as possible and to provide us with all relevant information.

d. For a reasonable period of at least one (1) month after receipt of a notice of defect, we shall have the option to carry out an inspection of the delivered goods.

e. If, after we conducted the inspection, we disagree with the customer as to whether a non-conformity exists, each party may commission an independent and jointly appointed expert as an arbitrator to examine and determine the existence or non-existence of a non-conformity. The independent expert acts as an arbitrator and his or her findings shall be binding and final. The customer shall bear the costs of the independent inspection unless the inspection shows that the contractual product is defective or otherwise in breach of contract. If the latter is the case, we shall bear the costs.

f. Hidden non-conformities that the customer was unable to detect through examination must also be notified in accordance with letter (c) of this paragraph (3).

g. In any case, the customer loses the right to invoke a non-conformity of the contractual product if it does not notify us in writing within one year of receiving it from the carrier at the latest.

h. The customer cannot apologise for failing to report breaches of contract. Article 44 of the United Nations Convention on Contracts for the International Movement of Goods (CISG) is excluded.

i. In case of a non-conformity, the customer only has the right to demand that we repair or replace the contractual product, leaving the choice between repair and replacement to our discretion. Article 46 of the United Nations Convention on Contracts for the International Movement of Goods (CISG) is excluded.

j. We may, at our discretion, compensate the customer for any loss of value in money instead of repairing or replacing the item. Article 50 of the United Nations Convention on Contracts for the International Movement of Goods (CISG) is excluded.

k. The customer's right to cancel the sales contract due to a material breach of contract by us is excluded. Only if repair or replacement delivery was unsuccessful and the non-conformity constitutes a material breach of contract, the customer may cancel the sales contract after giving us a reasonable period of at least one (1) month to remedy the breach of contract and this period has expired without result.

l. The customer shall indemnify us against all product liability claims, unless the customer can prove that this is based on circumstances that already existed or arose before acceptance of the goods.

(5) In all other cases that are not export cases, the following applies:

a. The statutory provisions on the sale of consumer goods (Sections 474 et seqq. of the German Civil Code - BGB) and the rights of the customer originating from separately given guarantees, in particular on the part of the manufacturer, remain unaffected.

b. For goods with digital elements or other digital content, we owe the provision and, if necessary, an update of the digital content only insofar as this is expressly stated in a quality agreement in accordance with paragraph (3). We assume no liability for public statements made by third parties.

c. If the delivered item is defective, we can initially choose whether we provide subsequent performance by eliminating the defect (repair) or by delivering an item free of defects (replacement delivery). If the customer deems the type of subsequent performance chosen by us to be unreasonable in an individual case, the customer can reject it. Our right to refuse subsequent performance under the statutory conditions remains unaffected.

d. We are entitled to make the subsequent performance conditional upon the customer paying the purchase price due. However, the customer is entitled to withhold a portion of the purchase price that is reasonable in relation to the defect.

e. The customer must give us the time and opportunity necessary for the subsequent performance, and is in particular obliged to surrender the faulty goods for inspection purposes. In the case of a replacement delivery, the customer must return the defective item to us at our request in accordance with the statutory provisions; however, the customer cannot assert a right of return. Subsequent performance does not include the dismantling, removal or uninstallation of the defective item nor the installation, attachment or installation of a defect-free item if we were not originally obliged to provide these services. The customer's claims for reimbursement of corresponding costs („removal and installation costs“) remain unaffected.

f. Claims by the customer for reimbursement of expenses in accordance with Section 445a, Para. 1 of BGB are excluded unless the last contract in the supply chain is a consumer goods purchase (Sections 478, 474 of BGB) or a consumer contract for the provision of digital products (Sections 445c p. 2, 327 Para. 5, 327u of BGB). Claims by the customer for damages or compensation for wasted expenses (Section 284 of BGB) are also valid in the case of defects in the goods, only in accordance with the following Article 7. (10) If subsequent performance fails, the customer is entitled, at its discretion, to demand rescission or a price reduction. The purchaser may only demand compensation in accordance with the following provisions. (6) The warranty periods in the case of export and pursuant to Section 438 Para. 1 No. 3 of BGB are shortened to one (1) year. The statutory provisions regarding the start of the limitation period, suspension of the period, stay and resumption of limitation periods remain unaffected.

§ 7 Liability

(1) Unless otherwise stated in these General Terms and Conditions, including the following provisions, we are liable in the event of a breach of contractual and non-contractual obligations in accordance with the statutory provisions.

(2) In the case of export, the following applies:

a. The customer's right to claim damages due to a breach of contract is excluded unless the customer proves that we acted intentionally or with gross negligence.

b. Our total liability under this sales contract is limited to the applicable purchase price.

(3) In all cases that are not export cases, the following applies:

a. We are liable for damages – regardless of the legal reason – within the scope of liability for intent and gross negligence, including intent or gross negligence on the part of our representatives or vicarious agents. Liability for slight negligence is excluded, except in the cases listed below.

b. We are liable under the statutory provisions if we or our representatives or vicarious agents culpably violate an essential contractual obligation (i.e. an obligation whose fulfilment makes the proper execution of the contract possible in the first place and on whose compliance the contractual partner regularly relies and may rely); in cases of simple negligence, however, liability for damages is limited to the foreseeable, typically occurring damage.

c. Liability for culpable injury to life, body or health remains unaffected; this also applies to mandatory liability under the Product Liability Act or under warranty.

d. Unless otherwise stipulated above, liability is excluded. This does not apply if we have fraudulently concealed a defect.

§ 8 Other Liability

(1) Any liability for damages other than provided for in these General Terms and Conditions is excluded – regardless of the legal nature of the asserted claim. This applies in particular to claims for damages due to negligence when concluding the contract, due to other breaches of duty or due to tortious claims for compensation for prop-

erty damage in accordance with Section 823 of the German Civil Code (BGB).

(2) Insofar as the liability for damages towards us is excluded or limited, this also applies regarding the personal liability for damages of our white-collar employees, blue-collar workers, staff members, representatives and vicarious agents.

§ 9 Statute of Limitations

(1) In the case of export, the limitation periods specified in Section 6 paragraph (6) also apply to contractual and non-contractual claims for damages by the customer that are based on a defect in the goods; outside of an export case, this applies accordingly, unless the application of the regular statutory limitation period (Sections 195, 199 of BGB) would lead to a shorter limitation period in individual cases. The customer's claims for damages pursuant to Section 7 Paragraph 3 shall expire exclusively according to the statutory limitation periods. Unless there is an export case, other special legal regulations regarding the limitation period remain unaffected (in particular Section 438 Paragraph 1 No. 1, Paragraph 3, Sections 444, 445b of BGB).

(2) If there is no export case and if the goods are a structure or an item that has been used according to their usual method of use for a structure and has caused its defectiveness (construction material), the limitation period is five (5) years from delivery in accordance with the statutory regulation (Section 438 Para. 1 No. 2 of BGB). Other special legal regulations regarding the limitation period also remain unaffected (in particular Section 438 Para. 1 No. 1, Para. 3, Sections 444, 445b of BGB).

§ 10 Retention of Title

(1) We reserve ownership of the purchased item until all payments from the business relationship have been received. If the customer behaves in breach of contract, particularly in the event of late payment, we are entitled to withdraw from the contract in accordance with statutory provisions and to demand return of the goods. 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. There is no need to set a grace period if this is unnecessary according to the statutory provisions. In addition, if an obligation according to paragraphs (2) and (3) of this Article 10 is breached, we are entitled to withdraw from the contract and to demand return of the goods if it is no longer reasonable for us to adhere to the contract.

(2) The customer must treat the purchased item with care; in particular, it must insure it at its own expense against fire, water and theft damage sufficiently to cover its replacement value. If maintenance and inspection work is required, the customer must carry this out in a timely manner at its own expense.

(3) In case of seizures or other access by third parties, the customer must notify us immediately in writing so that we can file a lawsuit in accordance with Section 771 of the German Code of Civil Procedure (ZPO). If the third party is unable to reimburse us for the judicial and extrajudicial costs of a lawsuit in accordance with Section 771 of ZPO, the customer shall be liable for the loss incurred by us.

(4) The customer is entitled to resell the purchased item in the ordinary course of business; however, the customer already assigns to us all claims in the amount of the final invoice amount (including VAT) of our claim that arise from the resale against its customers or third parties, regardless of whether the purchased item has been resold without or after processing. We accept the assignment. The customer remains authorised to collect this claim even after the assignment. Our authority to collect the claim ourselves remains unaffected. However, we undertake not to collect the claim as long as the customer meets its payment obligations to us, does not default on payment, its ability to perform does not fall short, or we have withdrawn in accordance with paragraph (1) of this Article 10. If this is the case, however, we can demand that the customer inform us of the assigned claims and their debtors, provide

all information required for collection, hand over the associated documents and notify the debtors (third parties) of the assignment.

(5) The processing or transformation of the purchased item by the customer shall always be carried out on our behalf. If the purchased item is processed with other items that do not belong to us, we shall acquire co-ownership of the new item in the ratio of the value of the purchased item (final invoice amount, including VAT) to the other processed items at the time of processing. The same shall apply to the item arising from processing as for the purchased item delivered subject to reservation. (6) If the purchased item is inseparably mixed with other items that do not belong to us, we shall acquire co-ownership of the new item in the ratio of the value of the purchased item (final invoice amount, including VAT) to the other mixed items at the time of mixing. If the mixing occurs in such a way that the customer's item is seen as the main item, it is agreed that the customer shall transfer proportional co-ownership to us. The customer shall safeguard the resulting sole ownership or co-ownership for us.

(7) The customer also assigns to us the claims to secure our claims against it, which arise from connecting the purchased item with a property against a third party. We accept the assignment.

(8) We undertake to release the securities to which we are entitled at the customer's request to the extent that the realisable value of our securities exceeds the claims to be secured by more than 10%; we are responsible for selecting the securities to be released.

§ 11 Final provisions

(1) In the case of export, the place of our registered office shall have jurisdiction. Unless there is an export case, this only applies if the customer is a merchant, a legal entity under public law or a special fund under public law. However, we are also entitled to sue the customer at its place of domicile.

(2) The United Nations Convention of 11 April 1980 on Contracts for the International Sale of Goods (CISG) in the German language version applies to this contract. Outside the scope of the UN Convention on Contracts for the International Sale of Goods, German law shall apply, namely the German Civil Code (BGB) and Commercial Code (HGB), to the exclusion of German international private law.

(3) Unless otherwise stated in the order confirmation, our registered office is the place of performance.

(4) Should individual provisions of the contract, including these General Terms and Conditions, be or become invalid in whole or in part, this shall not affect the validity of the remaining provisions.

(Status: 09/02/2024)