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I. Validity, conclusion of contract

1. These General Terms and Conditions of Delivery and Payment shall apply to all - including future - contracts with entrepreneurs, legal entities under public law and public special funds for deliveries and other services including consulting services, information and the like. In the case of drop shipments, the terms and conditions of the price list and shipping instructions of the commissioned delivery plant shall apply in addition. The Buyer's terms and conditions shall not be accepted by us even if we do not expressly object to them again after receipt.
2. Our offers are subject to change. Verbal agreements, promises, assurances and guarantees of our employees in connection with the conclusion of the contract shall only become binding upon our confirmation in text form.
3. In case of doubt, the Incoterms in their latest version shall be decisive for the interpretation of commercial clauses.

II. Pricing

1. Unless otherwise agreed, the prices (incl. surcharges) are ex works or ex warehouse plus freight, value added tax and import duties/customs. The goods are invoiced "gross for net".
2. If the sum of the costs arising outside our company and included in the agreed price changes later than four weeks after conclusion of the contract, we shall be entitled to adjust the prices to the corresponding extent on the first day of each calendar month. This shall also apply in particular to additional price components levied by the supplying plant after conclusion of the contract (e.g. surcharges).
3. If, later than four weeks after conclusion of the contract, the sum of the costs arising outside our company and included in the agreed price changes, we shall be entitled to adjust the prices to the corresponding extent on the first day of each calendar month. This shall also apply in particular to additional price components levied by the supplying plant after conclusion of the contract (e.g. surcharges).
4. If the price of import transactions increases due to official measures, in particular the introduction or renewal of anti-dumping and/or countervailing duties, we shall be entitled to adjust the agreed price to the same extent.

III. Payment and settlement

1. Unless otherwise agreed or stated in our invoices, the purchase price is due immediately after delivery without any discount and is to be paid in such a way that we can dispose of the amount on the due date. This also applies if the test certificates according to DIN EN 10204 agreed upon for the delivery are missing or arrive late. The costs of payment transactions shall be borne by the purchaser.
2. The Buyer shall only be entitled to a right of retention and a right of set-off to the extent that its counterclaims are undisputed and have been finally determined by a court of law, they are based on the same contractual relationship with the Buyer and/or they would entitle the Buyer to refuse its performance pursuant to § 320 BGB.

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3. If the payment deadline is exceeded, at the latest from the time of default, we shall charge default interest at the statutory rate (§ 288 BGB) - unless higher interest rates have been agreed. In addition, we are entitled to charge a lump sum for default in the amount of € 40.00. We reserve the right to assert further damage caused by default.

4. If, after conclusion of the contract, it becomes apparent that our claim to payment is jeopardized by the Buyer's inability to pay, or if the Buyer defaults on payment of a substantial amount or if other circumstances arise which indicate a substantial deterioration in the Buyer's ability to pay after conclusion of the contract, we shall be entitled to the rights under Section 321 of the German Civil Code (BGB). We shall then also be entitled to declare due all claims not yet due from the current business relationship with the Buyer. A lack of solvency on the part of the Buyer shall also be deemed to exist if the Buyer is at least three weeks in arrears with a substantial amount (from 10% of due receivables), as well as a substantial downgrading of the limit existing for him under our trade credit insurance.

5. An agreed cash discount always relates only to the invoice value excluding freight and presupposes the complete settlement of all due liabilities of the Buyer at the time of the cash discount. Unless otherwise agreed, cash discount periods shall commence as of the invoice date.

IV. Execution of deliveries, delivery terms and dates

1. Our delivery obligations are subject to correct and timely self-delivery and, in the case of import transactions, additionally subject to the receipt of monitoring documents and import permits, unless the incorrect or delayed self-delivery is our fault.

2. Information on delivery times is approximate. Delivery periods shall commence on the date of our order confirmation and shall only apply on condition that all details of the order have been clarified in good time and that all obligations of the Buyer have been fulfilled in good time, e.g. provision of all official certificates, provision of letters of credit and guarantees or provision of deposits or advance payments.

3. The time of dispatch ex works or ex warehouse shall be decisive for compliance with delivery periods and dates. They shall be deemed to have been met upon notification of readiness for dispatch if the goods cannot be dispatched on time through no fault of our own.

4. The purchaser must ensure smooth acceptance of the goods and inform us in good time of any difficult delivery conditions. The buyer must unload the goods immediately and properly. If we or third parties assist in this, this shall be done without legal obligation and at the risk of the buyer.

5. In the event of a delay in delivery, the Buyer may grant us a reasonable period of grace and, after the unsuccessful expiration of such period, withdraw from the contract to the extent that the contract has not yet been performed. In such cases, claims for damages shall be governed by Section XI of these Terms and Conditions.

6. Events of force majeure entitle us to postpone deliveries for the duration of the hindrance and a reasonable start-up period. This shall also apply if such events occur during an existing delay. Force majeure shall be deemed to include currency, trade policy and other sovereign measures (e.g. anti-dumping and countervailing duty investigations, customs registration orders, etc.), strikes, lockouts, operational disruptions for which we are not responsible (e.g. fire, machine and roller breakage, raw

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material shortages, etc.). (e.g. fire, machine and roller breakage, shortage of raw materials and energy), obstruction of traffic routes, delay in import/customs clearance, as well as all other circumstances which, through no fault of our own, make deliveries and services considerably more difficult or impossible. In this context, it is irrelevant whether the circumstances occur at our premises, at the supplier's works or at those of another upstream supplier. We shall inform the Buyer of such circumstances without delay. If the execution of the contract becomes unreasonable for one of the parties, it may withdraw from the contract by immediate declaration in text form.

V. Retention of title

1. The delivered goods remain the property of the seller until the purchase price has been paid in full. The buyer is obliged to take the measures necessary to maintain the retention of title - or a comparable security right in the country of his establishment or in a country of destination deviating therefrom - and to prove this to us upon request.

2. To the extent permitted by the law of the country in which the goods are located, the following supplementary provisions shall apply:

a) All delivered goods shall remain our property (reserved goods) until all claims have been fulfilled, in particular also the respective balance claims to which we are entitled within the scope of the business relationship (balance reservation). This shall also apply to future and conditional claims, e.g. from acceptor's bills of exchange, and also if payments are made on specifically designated claims. This reservation of balance shall finally expire after settlement of all claims still outstanding at the time of payment and covered by this reservation of balance. However, the balance reservation shall not apply to advance payment or cash transactions which are settled concurrently.

b) Treatment and processing of the goods subject to retention of title shall be carried out for us as manufacturer within the meaning of § 950 BGB (German Civil Code) without obligating us. The processed goods shall be deemed to be goods subject to retention of title within the meaning of No. 1. If the goods subject to retention of title are processed, combined or mixed with other goods by the Buyer, we shall be entitled to co-ownership of the new item on a pro-rata basis in the ratio of the invoice value of the goods subject to retention of title to the invoice value of the other goods used. If our co-ownership lapses as a result of combining or mixing, the Buyer shall already now transfer to us the ownership rights to which he is entitled in the new stock or item to the extent of the invoice value of the goods subject to retention of title and shall hold them in safe custody for us free of charge. Our co-ownership rights shall be deemed to be reserved goods within the meaning of No. 2a.

c) The Buyer may only sell the reserved goods in the ordinary course of business within the scope of his normal business relations and as long as he is not in default, provided that the claims arising from the resale pursuant to nos. d) to e) are transferred to us. He shall not be entitled to dispose of the reserved goods in any other way.

d) The Buyer's claims arising from the resale of the reserved goods, together with all securities which the Buyer acquires for the claim, are hereby assigned to us. They shall serve the seller in full as security for all claims. If the reserved goods are sold by the Buyer together with other goods not sold by us, the claim arising from the resale shall be assigned to us in the ratio of the invoice value of the reserved goods to the invoice value of the other goods sold. In the event of the sale of goods in which we have co-ownership shares pursuant to No. 2b, a part corresponding to our co-ownership share shall be assigned to us.

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e) The buyer is entitled to collect claims from the resale. This authorization to collect shall expire in the event of our revocation, but at the latest in the event of default in payment, non-payment of a bill of exchange or application for the opening of insolvency proceedings. We shall only exercise our right of revocation if it becomes apparent after conclusion of the contract that our claim for payment under this or other contracts with the Buyer is jeopardized by the Buyer's lack of solvency. At our request, the Buyer shall be obliged to inform his customers immediately of the assignment to us and to provide us with the documents required for collection.

f) The buyer is obliged to inform us immediately if an assignment or sale of the receivables (e.g. in the form of factoring) is planned. If corresponding agreements on the assignment/sale of receivables already exist, the Buyer shall inform us of this circumstance in text form upon request, but no later than upon placing the order.

g) The Buyer shall inform us immediately of any seizure or other encroachment by third parties. The purchaser shall bear all costs which have to be incurred in order to revoke the seizure or to return the goods subject to retention of title, insofar as they are not reimbursed by third parties.

h) If the Buyer is in default of payment or does not honor a bill of exchange when due, we shall be entitled to take back the reserved goods after expiration of a reasonable grace period, to enter the Buyer's premises for this purpose, if necessary, and to sell the reserved goods at the best possible price, crediting the purchase price. The same shall apply if, after conclusion of the contract, it becomes apparent that our claim for payment under this contract or under other contracts with the Buyer is jeopardized by the Buyer's lack of solvency. Repossession shall not constitute withdrawal from the contract. Regulations of the Insolvency Code shall remain unaffected.

i) If the realizable value of the existing securities exceeds the secured claims including ancillary claims (interest; costs or similar) by more than 50% in total, we shall be obliged to release securities of our choice to this extent at the Buyer's request.

VI. Weights

1. The weighing carried out by us or our sub-suppliers shall be decisive for the weights. Proof of weight shall be provided by presentation of the weighing slip. As far as legally permissible, weights can be determined without weighing according to standards. We are entitled to determine the weight without weighing according to standard (theoretical) plus 2.5 % (commercial weight).

2. In the case of goods invoiced by weight, the numbers of pieces, bundles, etc. stated in the dispatch note are non-binding. Unless individual weighing is customary, the total weight of the consignment shall apply in each case. Differences compared to the calculated individual weights shall be distributed proportionately among them.

VII. Inspection certificates / Acceptances

1. The delivery (provision) of test certificates ("certificates") in accordance with DIN EN 10204 requires agreement in text form. We are entitled to provide copies of such certificates. In the absence of an express agreement, the fee for test certificates shall be based on our price list or the price list of the respective issuer (supplier).

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2. If acceptance has been agreed, it can only take place in the supplying plant or our warehouse immediately after notification of readiness for acceptance. The Buyer shall ensure that we can commission the acceptance company requested by him in his name and for his account or that of his customer. Unless otherwise agreed, this authorization shall be deemed to have been granted with the naming of an acceptance company in the order.
3. The personal and material acceptance costs shall be borne by the Purchaser. They shall be invoiced to him by the acceptance company and shall be paid to it directly.
4. If the acceptance is not carried out, not carried out in time or not carried out completely through no fault of our own, we are entitled to dispatch the goods without acceptance or to store them at the expense and risk of the purchaser and to charge him for them.

VIII. Shipping and transfer of risk

1. We determine the shipping route and means as well as the carrier and freight forwarder.
2. Goods reported ready for dispatch in accordance with the contract must be called off immediately, otherwise we are entitled, after issuing a reminder, to dispatch them at our discretion at the expense and risk of the purchaser or to store them at our discretion and to invoice them immediately.
3. If, through no fault of our own, transport by the intended route or to the intended place in the intended time becomes impossible or substantially more difficult, we shall be entitled to deliver by another route or to another place; the additional costs incurred shall be borne by the Buyer. The purchaser shall be given the opportunity to comment beforehand.
4. With the handing over of the goods to a forwarding agent or carrier, at the latest, however, when the goods leave the warehouse or the supplying plant, the risk, including the risk of seizure of the goods, shall pass to the purchaser in all transactions, also in the case of carriage paid and free domicile deliveries. We shall provide insurance only upon instruction and at the expense of the buyer. The duty and costs of unloading shall be borne by the buyer.
5. The goods are delivered unpacked and not protected against rust. If customary in the trade, we deliver packaged. We provide packaging, protection and/or transport aids according to our experience at the expense of the buyer. They will be returned to our warehouse within a reasonable period of time. We do not assume any costs of the buyer for the return transport or for an own disposal of the packaging.
6. We are entitled to make partial deliveries to a reasonable extent. Customary over- and under-deliveries of the agreed quantity are permissible. Furthermore, we shall be entitled to reasonably exceed or fall short of the agreed delivery quantities. The indication of a "circa" quantity entitles us to an over- or underdelivery of up to 10%.

IX. Call-off orders, continuous deliveries

1. In the case of contracts with continuous delivery, call-offs and grade classification for approximately equal monthly quantities shall be given to us; otherwise we shall be entitled to make the determinations ourselves at our reasonable discretion.

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2. Call orders oblige the buyer to accept the total quantity on which the call order is based. Unless otherwise agreed, the entire quantity shall be called off within the period stipulated in the contract.

3. If the individual call-offs exceed the contractual quantity in total, we shall be entitled, but not obliged, to deliver the excess quantity. We may charge for the excess quantity at the prices valid at the time of the call-off or delivery.

4. Unless otherwise agreed, call orders shall be processed within 365 days from the conclusion of the contract. After expiry of this period, we shall be entitled to store the goods not called off at the expense and risk of the purchaser and to charge him for them.

X. Liability for material defects

1. The internal and external properties of the goods, in particular their quality, grade and dimensions, shall be determined in accordance with the agreed standards or, in the absence of an agreement to the contrary, in accordance with the DIN and EN standards applicable at the time of conclusion of the contract, or, in the absence of such standards, in accordance with practice and custom. References to standards and similar regulations, to test certificates in accordance with EN 10204 and similar certificates as well as information on grades, types, dimensions, weights and usability of the goods are not assurances or guarantees, nor are declarations of conformity and corresponding marks such as CE and GS.

2. Insofar as the quality has not been agreed, the goods shall be free from material defects if they are suitable for the use presupposed under the contract. A use is contractually presupposed only if we were informed of this use by the buyer in text form at the latest upon conclusion of the purchase contract and have expressly agreed to this use in text form.

3. Insofar as the goods have the agreed quality in accordance with section X.1 and are suitable for the use stipulated in the contract in accordance with section X.2, the Buyer may not rely on the fact that the goods are not suitable for normal use or have a quality which is usual for goods of this type and which the Buyer expected. In this respect, our liability is excluded in accordance with Section XI of these Terms and Conditions.

4. The statutory provisions shall apply to the inspection of the goods and notification of defects, with the proviso that the obligation to inspect the goods after delivery shall also extend to any test certificates in accordance with or pursuant to EN 10204 and that we must be notified of defects in the goods and test certificates in writing or in text form. Defects that cannot be discovered immediately after delivery even with careful inspection must be reported to us in text form immediately after discovery.

5. In the event of an intended installation or attachment of the goods, the Buyer shall be obliged to inspect the properties of the goods relevant for their use prior to installation and to notify us immediately of any defects in the goods. If the purchaser fails to examine, at least on a random basis, the characteristics of the goods that are relevant for their use prior to installation or attachment, this shall constitute a particularly serious breach of the due care required in the course of trade (gross negligence) in relation to us. In this case, defect rights with regard to these properties shall only come into consideration if the defect in question was fraudulently concealed or a guarantee for the quality of the item was assumed.

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6. In the event of a justified notice of defect within the time limit, we may, at our discretion, remedy the defect or deliver goods free of defects (subsequent performance). The place of performance for the subsequent delivery shall be our registered office. In the event of failure and/or refusal of subsequent performance, the Buyer shall be entitled to the statutory rights. If the defect is not substantial and/or the goods have already been sold, processed or transformed, he shall only be entitled to the right of reduction.

7. If the Buyer has installed the defective goods in another item or attached them to another item in accordance with their nature and intended use, the Buyer may claim compensation for the necessary expenses for the removal of the defective goods and the installation or attachment of the repaired or delivered non-defective goods ("removal and installation costs") only in accordance with the following provisions.

a) Only such removal and installation costs shall be required which directly concern the removal or disassembly of the defective goods and the installation or fitting of identical goods, have been incurred on the basis of customary market conditions and are proven to us by the Buyer by submitting suitable receipts at least in text form.

b) Any additional costs incurred by the Buyer for consequential damage caused by a defect, such as loss of profit, business interruption costs or additional costs for replacement purchases, shall not be deemed to be direct removal and installation costs and shall therefore not be eligible for compensation as reimbursement of expenses pursuant to Section 439 (3) of the German Civil Code (BGB). The same shall apply to sorting costs and additional expenses arising from the fact that the sold and delivered goods are located at a place other than the agreed place of performance.

c) The Buyer shall not be entitled to demand advance payment for dismantling and installation costs and other costs of subsequent performance.

8. We shall only bear expenses in connection with subsequent performance if they are not disproportionate in the individual case, in particular in relation to the purchase price of the goods. Disproportionality shall be deemed to exist in particular if the expenses claimed, in particular for removal and installation costs, exceed 150% of the invoiced value of the goods or 200% of the reduced value of the goods due to the defect. Not eligible for compensation are costs incurred by the Buyer for the self-remedy of a defect, without the legal requirements for this being met, as well as removal and installation costs, insofar as the goods delivered by us were no longer present in their original condition as a result of processing by the Buyer prior to installation. We shall not be liable for expenses arising from the fact that the goods sold have been taken to a place other than the agreed place of performance.

9. After execution of an agreed acceptance of the goods by the buyer, the complaint of material defects that were detectable during the agreed type of acceptance is excluded. If a defect has remained undetected by the purchaser due to negligence, the purchaser may only assert rights due to this defect if we have fraudulently concealed the defect or have assumed a guarantee for the quality of the item.

10. In the case of goods which have been sold as declassified material, the Buyer shall not be entitled to any rights on account of the material defect with regard to the stated reasons for declassification and such defects which he must normally expect. In the case of sale of Ila goods, our liability for material defects shall be excluded in accordance with Section XI.2 of these Terms and Conditions.

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11. Further claims of the Buyer shall be governed by Section XI of these Terms and Conditions. The Buyer's rights of recourse pursuant to § 445a of the German Civil Code (BGB) shall be excluded unless the last contract in the supply chain is a purchase of consumer goods. § Section 478 BGB shall remain unaffected.

XI. General limitation of liability and statute of limitations

1. We shall be liable for breach of contractual and non-contractual obligations, in particular due to impossibility, delay, culpa in contrahendo and tort - also for our executives and other vicarious agents - only in cases of intent and gross negligence, limited to the contract-typical damage foreseeable at the time of conclusion of the contract. This applies in particular to claims for damages. In all other respects, our liability, including for damage caused by defects and consequential damage caused by defects, is excluded.

2. These limitations shall not apply in the event of culpable breach of essential contractual obligations, insofar as the achievement of the purpose of the contract is jeopardized, in the event of culpably caused damage to life, limb and health, and also not if and insofar as we have assumed a guarantee for the quality of the sold item, as well as in cases of mandatory liability under the Product Liability Act. The rules on the burden of proof remain unaffected.

3. Unless otherwise agreed, contractual claims which the Buyer has against us on the grounds of and in connection with the delivery of the goods shall become statute-barred one year after delivery of the goods. This shall not affect our liability and the limitation of claims in connection with the delivery of goods which have been used in accordance with their customary use for a building and have caused its defectiveness, from intentional and grossly negligent breaches of duty, culpably caused damage to life, limb and health, cases of mandatory liability under the Product Liability Act and the limitation of statutory recourse claims under §§ 478, 479 BGB. In these cases, the statutory limitation periods shall apply.

XII. Place of performance, place of jurisdiction and applicable law

1. The place of performance for our deliveries shall be the delivery plant in the case of delivery ex works, and our company location in the case of all other deliveries. The exclusive - also international - place of jurisdiction is our registered office. However, we are also entitled to sue the buyer at any other general or special place of jurisdiction.

2. All legal relations between us and the Buyer shall be governed by the laws of the Federal Republic of Germany in addition to these Terms and Conditions, to the exclusion of the UN Convention on Contracts for the International Sale of Goods of 11 April 1980 (CISG).

XIII. Miscellaneous

1. If a buyer who is domiciled outside the Federal Republic of Germany (foreign buyer) or his agent collects goods or transports or ships them abroad, the buyer shall provide us with the export certificate required for tax purposes. If this proof is not provided, the Buyer shall pay the value added tax applicable to deliveries within the Federal Republic of Germany on the invoice amount.

2. In the case of deliveries from the Federal Republic of Germany to other EU member states, the buyer must inform us prior to delivery of his VAT identification number under which he carries out

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the purchase taxation within the EU. Otherwise, he shall pay the VAT amount legally owed by us for our deliveries in addition to the agreed purchase price.

3. When invoicing deliveries from the Federal Republic of Germany to other EU member states, the VAT regulations of the respective recipient member state shall apply if either the purchaser is registered for VAT in another EU member state or if we are registered for VAT in the recipient member state.