

## GENERAL TERMS AND CONDITIONS OF SALE OF PRÄZI-FÖRDERTECHNIK GMBH

STATUS: 01.10.2022

### 1. SCOPE OF APPLICATION, FORM

- 1.1. These General Terms and Conditions of Sale (GTCS) apply to all our business relationships with our customers. The GTCS shall only apply if the customer is an entrepreneur (Section 14 of the German Civil Code (BGB)), a legal entity under public law or a special fund under public law.
- 1.2. The GTCS apply in particular to contracts for the sale and/or delivery of movable goods, irrespective of whether we manufacture the Goods ourselves or purchase them from suppliers (Sections 433, 650 BGB). Unless otherwise agreed, the GTCS in the version valid at the time of the customer's order or in any case in the version last communicated to him in text form shall also apply as a framework agreement for similar future contracts without us having to refer to them again in each individual case.
- 1.3. Our GTC shall apply exclusively. Deviating, conflicting or supplementary general terms and conditions of the customer shall only become part of the contract if and to the extent that we have expressly agreed to their validity. This requirement of consent shall apply in any case, for example even if the customer refers to its GTCs in the context of the order and we do not expressly object to them.
- 1.4. Individual agreements (e.g. framework supply agreements, quality assurance agreements) and information in our order confirmation shall take precedence over the GTCS. In case of doubt, commercial clauses shall be interpreted in accordance with the Incoterms® issued by the International Chamber of Commerce in Paris (ICC) in the version valid at the time of conclusion of the contract.
- 1.5. Legally relevant declarations and notifications by the customer in relation to the contract (e.g. setting of deadlines, notification of defects, cancellation or reduction) must be made in writing. Written form within the meaning of these GTCS includes written and text form (e.g. letter, e-mail, fax). Statutory formal requirements and further evidence, in particular in the event of doubts about the legitimisation of the declaring party, remain unaffected.
- 1.6. References to the validity of statutory provisions are for clarification purposes only. Even without such clarification, the statutory provisions shall therefore apply unless they are directly amended or expressly excluded in these GTC.

### 2. CONCLUSION OF CONTRACT

- 2.1. Unsere Angebote sind freibleibend und unverbindlich. Dies gilt auch, wenn wir dem Kunden Kataloge, technische Dokumentationen (z.B. Zeichnungen, Pläne, Berechnungen, Kalkulationen, Verweisungen auf DIN-Normen), sonstige

Produktbeschreibungen oder Unterlagen – auch in elektronischer Form – überlassen haben, an denen wir uns Eigentums- und Urheberrechte vorbehalten.

- 2.2. The order of the goods by the customer shall be deemed a binding contractual offer. Unless otherwise stated in the order, we shall be entitled to accept this contractual offer within 2 weeks of its receipt by us.
- 2.3. Acceptance can be declared either in writing (e.g. by order confirmation) or by delivery of the goods to the customer.
- 2.4. If special dimensions or customised products are ordered, the delivery may reasonably exceed or fall short of the order quantity (maximum 10%).

### 3. DELIVERY PERIOD AND DELAY IN DELIVERY

- 3.1. The delivery period shall be agreed individually or specified by us upon acceptance of the order. The delivery periods stated by us shall apply subject to the timely receipt of all documents (including drawings), production materials (including building materials), devices and connecting parts as well as tools to be supplied by the customer as agreed, which are necessary for the delivery and/or production and, if a down payment has been agreed, receipt of the down payment amount.
- 3.2. If we are unable to meet binding delivery deadlines for reasons for which we are not responsible (non-availability of the service), we shall inform the customer of this immediately and at the same time inform the customer of the expected new delivery deadline. If the service is also not available within the new delivery period, we shall be entitled to withdraw from the contract in whole or in part; we shall immediately reimburse any consideration already paid by the customer. Non-availability of the service exists, for example, in the event of late delivery by our suppliers, if we have concluded a congruent hedging transaction, in the event of other disruptions in the supply chain, for example due to force majeure or if we are not obliged to procure in individual cases.
- 3.3. The occurrence of our delay in delivery shall be determined in accordance with the statutory provisions. In any case, however, a reminder from the customer is required.
- 3.4. The rights of the customer pursuant to Section 8 of these GTCS and our statutory rights, in particular in the event of an exclusion of the obligation to perform (e.g. due to impossibility or unreasonableness of performance and/or subsequent fulfilment), shall remain unaffected.

### 4. DELIVERY, TRANSFER OF RISK, ACCEPTANCE, DEFAULT OF ACCEPTANCE

- 4.1. Delivery shall be ex warehouse, which is also the place of fulfilment for the delivery and any subsequent performance. At the customer's request and expense, the goods will be dispatched to another destination (sale to destination). Unless otherwise agreed, we are entitled to determine the type of dispatch (in particular transport company, dispatch route, packaging) ourselves.

- 4.2. The risk of accidental loss and accidental deterioration of the goods shall pass to the customer at the latest upon handover. In the case of sale by dispatch, however, the risk of accidental loss and accidental deterioration of the goods as well as the risk of delay shall pass to the customer upon delivery of the goods to the forwarding agent, carrier or other person or organisation designated to carry out the shipment. If acceptance has been agreed, this shall be decisive for the transfer of risk. In all other respects, the statutory provisions of the law on contracts for work and services shall also apply accordingly to an agreed acceptance. If the customer is in default of acceptance, this shall be deemed equivalent to handover or acceptance.
- 4.3. If the customer is in default of acceptance, fails to co-operate or if our delivery is delayed for other reasons for which the customer is responsible, we shall be entitled to demand compensation for the resulting damage including additional expenses (e.g. storage costs). For this we shall charge a lump-sum compensation in the amount of 0.5% of the net price (delivery value) per completed calendar week of delay, but not more than a total of 5% of the delivery value of the goods accepted late or a maximum of 10% of the delivery value in the event of final non-acceptance, beginning with the delivery period or - in the absence of a delivery period - with the notification that the goods are ready for dispatch. Proof of higher damages and our statutory claims (in particular reimbursement of additional expenses, reasonable compensation, cancellation) shall remain unaffected; however, the lump sum shall be offset against further monetary claims. The customer shall be entitled to prove that we have incurred no damage at all or only significantly less damage than the above lump sum.
- 4.4. The seller is entitled to make partial deliveries if the partial delivery can be used by the customer within the scope of the contractual purpose, the delivery of the remaining ordered goods is ensured and the customer does not incur any significant additional expenses or additional costs as a result (unless the seller agrees to bear these costs).

## 5. PRICES AND TERMS OF PAYMENT

- 5.1. Unless otherwise agreed in individual cases, our current prices at the time of conclusion of the contract shall apply, plus statutory VAT.
- 5.2. In the case of sale by despatch (clause 4.1.), the customer shall bear the transport costs ex warehouse and the costs of any transport insurance requested by the customer.
- 5.3. The purchase price is due and payable within 14 days of invoicing and delivery or acceptance of the goods. However, we are entitled at any time, even within the framework of an ongoing business relationship, to make a delivery in whole or in part only against advance payment. We shall declare a corresponding reservation at the latest with the order confirmation.
- 5.4. Upon expiry of the above payment period, the customer shall be in default. During the period of default, interest shall be charged on the purchase price at the applicable statutory default interest rate. We reserve the right to claim further

damages caused by default. Our claim to commercial maturity interest (§ 353 HGB) against merchants remains unaffected.

- 5.5. The customer shall only be entitled to rights of set-off or retention insofar as his claim has been legally established or is undisputed. In the event of defects in the delivery, the customer's counter-rights shall remain unaffected, in particular in accordance with clause 7.5. sentence 2 of these GTCS.
- 5.6. If it becomes apparent after conclusion of the contract (e.g. through an application for the opening of insolvency proceedings) that our claim to the purchase price is jeopardised by the customer's inability to pay, we shall be entitled to refuse performance in accordance with the statutory provisions and - if necessary after setting a deadline - to withdraw from the contract (Section 321 BGB). In the case of contracts for the manufacture of non-fungible goods (customised products), we may declare our withdrawal immediately; the statutory provisions on the dispensability of setting a deadline shall remain unaffected.

## 6. RESERVATION OF TITLE

- 6.1. We reserve title to the goods sold until full payment of all our current and future claims arising from the purchase contract and an ongoing business relationship (secured claims).
- 6.2. The customer must treat the reserved goods with care. He must insure them adequately at his own expense against fire, water and theft at replacement value. If maintenance and inspection work becomes necessary, the customer must carry it out in good time at his own expense.
- 6.3. The goods subject to retention of title may neither be pledged to third parties nor assigned as security before full payment of the secured claims. The customer must inform us immediately in writing if an application is made to open insolvency proceedings or if third parties have access to the goods belonging to us (e.g. seizures).
- 6.4. If the customer acts in breach of contract, in particular in the event of non-payment of the purchase price due, we shall be entitled to withdraw from the contract in accordance with the statutory provisions and/or to demand the return of the goods on the basis of the retention of title. The demand for the return of the goods does not at the same time include the declaration of cancellation; we are rather entitled to demand only the return of the goods and to reserve the right to cancel the contract. 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 or if setting such a deadline is dispensable according to the statutory provisions.
- 6.5. The customer is authorised to resell and/or process the goods subject to retention of title in the ordinary course of business until revoked in accordance with (c) below. In this case, the following provisions shall apply in addition. (a) 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 of third parties, their right of ownership remains, we shall acquire co-ownership in proportion to the invoice values of the processed, mixed or combined goods. The customer shall hold the resulting sole ownership or co-ownership of an item for us. In all other respects, the same shall apply to the resulting product as to the goods delivered under retention of title. (b) The customer hereby assigns to us as security the claims against third parties arising from the resale of the goods or the product in total or in the amount of our possible co-ownership share in accordance with the above paragraph. We accept the assignment. The obligations of the customer stated in clause 6.3 shall also apply in consideration of the assigned claims. (c) The customer remains authorised to collect the claim in addition to us. We undertake not to collect the claim as long as the customer fulfils his payment obligations to us, there is no deficiency in his ability to pay and we do not assert the retention of title by exercising a right in accordance with clause 6.4. If this is the case, however, we may demand that the customer informs us of the assigned claims and their debtors, provides all information necessary for collection, hands over the relevant documents and informs the debtors (third parties) of the assignment. In this case, we shall also be entitled to revoke the customer's authorisation to resell and process the goods subject to retention of title. (d) If the realisable value of the securities exceeds our claims by more than 10%, we shall release securities of our choice at the customer's request.

## 7. CLAIMS FOR DEFECTS BY THE CUSTOMER

- 7.1. The statutory provisions shall apply to the customer's rights in the event of material defects and defects of title (including incorrect and short delivery as well as improper assembly/installation or defective instructions), unless otherwise specified below. In all cases, the special statutory provisions on the reimbursement of expenses in the event of final delivery of the newly manufactured goods to a consumer (supplier recourse pursuant to Sections 478, 445a, 445b) shall remain unaffected, unless equivalent compensation has been agreed, e.g. within the framework of a quality assurance agreement.
- 7.1. The basis of our liability for defects is above all the agreement reached on the quality and intended use of the goods (including accessories and instructions). All product descriptions and manufacturer's specifications which are the subject of the individual contract or which were made public by us (in particular in catalogues or on our Internet homepage) at the time of conclusion of the contract shall be deemed to be an agreement on quality in this sense. Insofar as the quality has not been agreed, it shall be assessed in accordance with the statutory provisions whether a defect exists or not (Section 434 (3) BGB). Public statements made by the manufacturer or on its behalf, in particular in advertising or on the labelling of the goods, shall take precedence over statements made by other third parties.
- 7.2. We are generally not liable for defects that the customer was aware of or should have been aware of through gross negligence at the time of contract conclusion (§ 442 BGB). Furthermore, the customer's claims for defects are contingent upon their compliance with the legal obligations to inspect and report defects (§§ 377, 381 HGB). For building materials and other goods intended for installation or further processing, an inspection must take place immediately before processing. If a defect

is discovered at the time of delivery, during the inspection, or at any later time, it must be reported to us in writing without delay. In any case, obvious defects must be reported in writing within 5 working days from delivery, and defects that could not be detected during the inspection must be reported in writing within the same period from discovery. If the customer fails to conduct the proper inspection and/or report defects in a timely and correct manner, our liability for any defect that is not reported or not reported on time or properly is excluded in accordance with the statutory provisions. In the case of goods intended for installation, attachment, or assembly, this also applies if the defect only becomes apparent after such processing due to the violation of one of these obligations; in this case, the customer has no claims for the reimbursement of corresponding costs ("deinstallation and installation costs").

- 7.3. If the delivered item is defective, we may initially choose whether to remedy the defect by rectification (repair) or by delivering a defect-free item (replacement delivery). If the chosen method of remedy is unreasonable for the customer in the specific case, they may refuse it. Our right to refuse the remedy under the statutory conditions remains unaffected.
- 7.4. We are entitled to make the performance of the remedy contingent upon the customer paying the due purchase price. However, the customer is entitled to withhold a part of the purchase price that is in proportion to the defect.
- 7.5. The customer must give us the necessary time and opportunity to perform the required remedy, in particular by handing over the disputed goods for inspection purposes. In the case of replacement delivery, the customer must return the defective item to us upon our request in accordance with the statutory provisions; however, the customer has no right to demand the return. The remedy does not include the removal, disassembly, or deinstallation of the defective item, nor the installation, attachment, or installation of a defect-free item if we were not originally obligated to perform these services; the customer's claims for reimbursement of corresponding costs ("removal and installation costs") remain unaffected.
- 7.6. We will bear or reimburse the expenses necessary for the inspection and remedy, in particular transport, travel, labor, and material costs, as well as any removal and installation costs, in accordance with the statutory provisions and these terms and conditions, if a defect is actually found. Otherwise, we may demand reimbursement from the customer for the costs arising from an unjustified request for defect rectification if the customer knew or should have known through gross negligence that no defect actually exists.
- 7.7. In urgent cases, such as a threat to operational safety or to prevent disproportionate damage, the customer has the right to remedy the defect themselves and demand reimbursement from us for the objectively necessary expenses incurred. We must be notified of such self-remedy immediately, and, if possible, beforehand. The right to self-remedy does not exist if we would be entitled to refuse the corresponding remedy under the statutory provisions.
- 7.8. If a reasonable deadline set by the customer for the remedy has passed without success, or if a deadline is not required under the statutory provisions, the customer may, in accordance with the statutory provisions, withdraw from the purchase

contract or reduce the purchase price. However, there is no right of withdrawal in the case of an insignificant defect.

- 7.9. Claims by the customer for compensation or reimbursement of wasted expenses also in the case of defects are only possible in accordance with section 8 and are otherwise excluded.

## 8. OTHER LIABILITY

- 8.1. Unless otherwise specified in these Terms and Conditions, including the following provisions, we are liable for breaches of contractual and non-contractual obligations in accordance with the statutory provisions.
- 8.2. We are liable for damages – regardless of the legal grounds – under the principles of fault-based liability in cases of intent and gross negligence. In the case of simple negligence, we are liable, subject to statutory limitations on liability (e.g., care in one's own affairs; minor breaches of duty), only a) for damages resulting from injury to life, body, or health, b) for damages arising from the breach of an essential contractual obligation (an obligation the fulfillment of which makes the proper execution of the contract possible in the first place and on the compliance with which the contractual partner regularly relies and may rely). In this case, however, our liability is limited to the compensation of the foreseeable, typically occurring damage.
- 8.3. The liability limitations resulting from section 8.2 also apply to third parties and in the case of breaches of duty by persons (including those benefiting from them) whose fault we are liable for under statutory provisions. They do not apply if a defect was fraudulently concealed or a guarantee for the condition of the goods was assumed, nor for claims of the customer under the Product Liability Act.
- 8.4. The customer may only withdraw or terminate due to a breach of duty that does not involve a defect if we are at fault for the breach. The customer's right to terminate freely (particularly under §§ 650, 648 BGB) is excluded. Otherwise, the statutory requirements and legal consequences apply.

## 9. LIMITATION PERIOD

- 9.1. Notwithstanding § 438 (1) No. 3 of the German Civil Code (BGB), the general limitation period for claims based on material and legal defects is one year from delivery. If acceptance has been agreed upon, the limitation period begins with the acceptance. Statutory special provisions on limitation (especially § 438 (1) No. 1, No. 2, No. 3, §§ 444, 445b BGB) remain unaffected.
- 9.2. The above limitation periods under the law of sale also apply to contractual and non-contractual claims for damages by the customer based on a defect in the goods, unless the application of the regular statutory limitation periods (§§ 195, 199 BGB) would lead to a shorter limitation period in an individual case. Claims for damages by the customer according to section 8.2 sentence 1 and section 8.2 sentence 2 (a),

as well as under the Product Liability Act, are subject solely to the statutory limitation periods.

## 10. EXPORT CONTROL

- 10.1. Our performance under the contract is subject to the condition that there are no obstacles to fulfillment due to national and international export and import regulations, as well as any other legal provisions. The customer undertakes to comply with national and international (re-)export control regulations in the event of transferring our goods to third parties. In any case, the customer must observe and comply with the (re-)export control regulations of the Federal Republic of Germany, the European Union, and the United States of America when transferring our goods, and if applicable, when providing services related to our goods to third parties.
- 10.2. In particular, the customer undertakes towards us: Not to violate any embargo imposed by the European Union, the United States of America, and/or the United Nations through the transfer of our goods to third parties, by brokering contracts regarding our goods, or by providing services and other economic resources related to our goods, services, and work, even considering any restrictions on domestic transactions and any circumvention bans; to ensure, prior to selling our goods to third parties, and before providing any related services to third parties, that the final use of our goods and any related services is not intended for any prohibited or approval-required military, nuclear, or weapon-related purposes, unless prior valid approval has already been obtained; to comply with the provisions and regulations of all sanction lists of the European Union and the United States of America in their current versions concerning business transactions with companies, individuals, or organizations listed on these sanction lists.
- 10.3. In the event of an export control audit by authorities or by us internally, the customer agrees to promptly provide us with all information upon request, especially regarding: The end recipient, The final destination, and the intended use of the goods supplied by us or any work and services provided by us.
- 10.4. In case of non-compliance with the export control obligations outlined in this section 10, the customer agrees to fully indemnify us from all claims made by authorities or other third parties due to violations of foreign trade regulations by the recipient. The customer further agrees to reimburse us for all damages and costs incurred in this context, including legal fees, without delay.

## 11. INTELLECTUAL PROPERTY RIGHTS, CUSTOMER'S DUTY TO EXAMINE

The customer is obligated to ensure that the items commissioned from us based on their drawings or specifications do not infringe upon third-party intellectual property rights within the scope of these specifications. In the event of a violation of this duty, the customer must indemnify us from any claims made by third parties due to the infringement of intellectual property rights against us. This does not apply if the customer is not responsible for the infringement.

## 12. CHOICE OF LAW AND JURISDICTION

- 12.1. The law of the Federal Republic of Germany shall apply to these General Terms and Conditions (AVB) and the contractual relationship between us and the customer, excluding international uniform law, particularly the UN Convention on Contracts for the International Sale of Goods.
- 12.2. If the customer is a merchant within the meaning of the German Commercial Code, a legal entity under public law, or a public law special fund, the exclusive – including international – jurisdiction for all disputes arising directly or indirectly from the contractual relationship is our place of business in Everswinkel. The same applies if the customer is an entrepreneur within the meaning of § 14 of the German Civil Code (BGB). However, we are also entitled in all cases to file a lawsuit at the place of performance of the delivery obligation according to these AVB or any prevailing individual agreement, or at the customer's general jurisdiction. Mandatory statutory provisions, particularly those concerning exclusive jurisdictions, remain unaffected.