

## General Terms and Conditions of Business and Supply

### 1. General - Scope of validity

The General Terms and Conditions of Business and Delivery shall apply to business transactions with an entrepreneur, a legal entity under public law or a special fund under public law.

All offers and agreements are based on our terms and conditions; they shall be deemed accepted by placing an order or accepting delivery. Deviating, conflicting or supplementary general terms and conditions of the customer shall not become part of the contract, even if they are acknowledged, unless their validity is expressly agreed to in writing.

Our offers are subject to confirmation until written order confirmation is received.

The documents belonging to the offer such as illustrations, drawings, weights and dimensions are only approximate unless they are expressly designated as binding. We reserve the right of ownership and copyright to cost estimates, drawings and other documents; they may not be made accessible to third parties. Orders only become effective with our written order confirmation. Our order confirmation is decisive for the scope of the delivery. Subsidiary agreements and amendments require our written confirmation. This also applies in particular to agreements and understandings with our representatives. If the order is placed electronically, we will confirm receipt of the order immediately. The confirmation of receipt does not represent a binding acceptance of the order. The confirmation of receipt may be associated with the order confirmation.

Cost estimates are without guarantee for correctness and are just as chargeable based on agreement as preliminary work requested by the customer (preparation of specifications, project planning documents, plans, drawings, models, etc.).

### 2. Delivery time

The order confirmation shall specify the services to be rendered and the expected completion date. The delivery time is only approximate. It begins with the dispatch of the order confirmation, but not before clarification of all execution details. The delivery time shall be newly agreed if the customer requests changes after the order confirmation. The delivery period shall be deemed to have been met if the goods have left our factory/warehouse by the time it expires or if the readiness for dispatch of the goods has been notified when the goods can be dispatched. The contract shall be concluded subject to correct and punctual self-delivery by our suppliers, in particular if a congruent hedging transaction is concluded. The delivery period shall be extended appropriately even if the expected completion date has already been exceeded and unforeseeable hindrances occur (e.g. operational disruptions, official interventions, industrial action, etc.). The customer shall be notified of such hindrances without delay. If the above circumstances make delivery impossible, the customer shall be informed immediately of the non-availability of the service. The consideration will be refunded immediately. If the delivery is delayed at the customer's request or if it is delayed for reasons for which the customer is responsible, the customer shall be obliged to reimburse the costs incurred as a result of the delay (transport, storage, etc.). Compliance with the delivery period requires fulfillment of the customer's contractual obligations.

### 3. Prices and payment

#### 3.1. Prices

Prices are quoted in EURO ex works or ex warehouse excluding packaging, freight, postage and insurance. The prices are subject to the respective statutory value added tax. In the case of production or delivery periods of more than 4 months, we reserve the right to charge the customer for any wage increases which have occurred in the meantime, increases in ancillary wage costs, increased material prices, increased freight rates, increased costs for third party services, etc.

#### 3.2. Payment instructions

Payment shall be made within 30 days of the invoice date in cash and without deduction to our payment centre, irrespective of whether the goods have already been received, whether they are defective or whether the accompanying technical documents are complete. If the deadline is exceeded, we charge default interest at 8% above the base rate. We reserve the right to assert further verifiable damages caused by default. Cheques and bills of exchange shall only be accepted on account of performance and subject to their discountability. Discount charges will be charged from the due date of the invoice amount. The customer may only set off such claims against our claims which are undisputed or have been legally established. If circumstances become known after conclusion of the contract which are suitable for reducing the solvency and/or creditworthiness of the customer, all claims shall become due regardless of the due date of any bills of exchange accepted. Such circumstances also entitle us to demand securities in the form of bank guarantees etc. for claims already due. Furthermore, we are entitled to list outstanding deliveries only against advance payment or the provision of security. After expiry of a reasonable grace period, we shall be entitled to withdraw from the contract and claim damages.

### 4. Transfer of risk, dispatch, freight

We ship at the expense and risk of the customer. If we ship carriage paid on the basis of special agreements, unloading shall be the customer's responsibility. If the goods are sent to the customer at the customer's request, the risk of accidental loss and accidental deterioration shall pass to the customer upon their delivery to the shipping agent, however no later than upon leaving the factory, irrespective of whether the goods are shipped from the place of performance and who bears the freight costs. If the goods are ready for dispatch and if dispatch or acceptance is delayed for reasons for which we are not responsible, the risk shall pass to the customer upon receipt of notification that the goods are ready for dispatch. Partial deliveries are permitted. The transfer of risk shall also take place in the case of partial deliveries, as described above.

### 5. Retention of ownership

The delivered goods shall remain our property until full payment of all claims arising from the business relationship between us and the customer. The inclusion of individual claims in a current invoice as well as the balancing and recognition thereof shall not affect the retention of title. Payment shall be deemed to have been made only upon receipt of the equivalent value by us. The customer is entitled to resell the reserved goods in the normal course of business. However, pledging or transfer by way of security is not permitted. The customer is obliged to secure our rights in the event of resale of goods subject to retention of title on credit (assignment of claims, bank guarantee, etc.). The customer hereby assigns to us his claims arising from the resale of the reserved goods; we accept this assignment. Irrespective of the assignment of our collection right, the customer shall be entitled to collect as long as he fulfils his obligations towards us and does not fall into financial collapse. At our request, the customer shall provide us with the information on the assigned claims required for collection and inform the debtor of the assignment. If the reserved goods are resold together with other goods, the advance assignment agreed above shall only apply to the value of the reserved goods which are resold together with the other goods. The customer must inform us immediately of any enforcement measures taken by third parties against the reserved goods or the claims assigned to us in advance, handing over the documents necessary for an intervention. We undertake to release the securities to which we are entitled in accordance with the above provisions at our discretion at the customer's request insofar as their value exceeds the claims to be secured by 20%.

### 6. Warranty

#### 6.1. Repair, new production

We shall initially provide warranty for defects in the goods at our discretion by repair or new production.

#### 6.2. Reduction, rescission

The customer may reduce the remuneration (reduction), rescind the contract (rescission) and claim damages within the scope of the limitation of liability in accordance with Clause

6.4. or in lieu thereof, in lieu of performance due to a defect, only after the unsuccessful expiry of a reasonable deadline set by it. The setting of a deadline must be accompanied by a declaration that he will refuse to remedy the defect after the deadline has expired, unless the setting of a deadline is dispensable under the statutory provisions. If performance is seriously and finally refused by us, if we can refuse to remedy the defect and subsequent performance due to disproportionate costs, if subsequent performance fails or is unreasonable for us, the customer may, at his discretion, only demand a reduction in payment (reduction) or rescission of the contract (rescission) and damages within the scope of the limitation of liability pursuant to Clause 6.4. instead of performance. In the event of a minor breach of contract, in particular in the event of minor defects, the customer shall not, however, be entitled to withdraw from the contract. The customer is also not entitled to withdraw from the contract if we are not responsible for the breach of duty due to a defect.

#### 6.3. Statute of limitation

Rights of the customer due to defects which do not affect a building or a work which consists in the provision of planning and monitoring services for this shall become statute-barred after one year from acceptance.

The short limitation period shall not apply if we can be accused of gross negligence or in the case of injuries to life, limb or health attributable to us. Our liability under the Product Liability Act shall also remain unaffected.

In case of the fraudulent concealment of defects or the assumption of a guarantee for the quality, further claims of the customer remain unaffected. However, the customer does not receive a guarantee in the legal sense from us.

Our payment claims shall become statute-barred 5 years after their occurrence.

#### 6.4. Limitations of liability

In the case of slightly negligent breaches of duty, our liability shall be limited to the foreseeable, contract-typical, direct average damage according to the type of work. This also applies to slightly negligent breaches of duty by our legal representatives or vicarious agents.

We are not liable to companies for slightly negligent breach of insignificant contractual obligations. The above limitations of liability do not apply to claims of the customer arising from product liability. Furthermore, the limitations of liability do not apply to injuries to life, limb or health attributable to us.

### 7. Place of performance, Place of Jurisdiction, Final provisions

The law of the Federal Republic of Germany applies.

Place of performance for all obligations arising from the contractual relationship is the registered office of our company. The place of jurisdiction for all legal disputes arising from the contractual relationship as well as its origin and effectiveness shall be determined by the registered office of our company. At our discretion, the place of jurisdiction shall also be the registered office of the customer

Should individual provisions of the contract with the customer 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. The wholly or partially invalid provision shall then be replaced by a provision whose economic effect comes as close as possible to that of the invalid provision.