

GENERAL TERMS AND CONDITIONS

- I. Scope, conclusion of contract and content of the contract
 1. All offers, purchase and delivery contracts, including repair contracts with traders, are subject to the following terms and conditions. They are recognised by the customer when placing an order, however no later than the date on which the first delivery is accepted, and are valid for the entire duration of the business relationship. We do not recognise deviating customer conditions. Counter-confirmations from the customer that reference the validity of its own general terms and conditions are explicitly rejected.
 2. The contract comes into force with our written confirmation and based on the content of that confirmation, or upon delivery.
 3. We reserve the right to change the design and shape of the object of the contract due to technical progress without prior notice.
 4. Assurances, subsidiary agreements and amendments to the contract must be made in writing in order to be valid. This requirement can only be waived in writing.
 5. The customer is not entitled to assign or transfer rights from the contract to third parties without our consent; this does not apply for the assignment of a claim for payment against us.
- II. Prices and terms of payment
 1. Our prices are in euros from the point of sale and exclude packaging. The prices valid on the day of delivery apply. The legal amount of VAT is added to the prices.
 2. Invoices are due within 14 days of the invoice date. The date of payment is the date on which we receive money or the date on which our account is credited.
 3. The customer only has a right of retention or a set-off right with respect to counterclaims which have been established in a legally binding way or are not disputed by us. This does not apply to counterclaims from the same contractual relationship.
 4. If costs associated with the order (e.g. for raw materials, auxiliary materials, wages, freight or public levies) change considerably after the contract is concluded, we are entitled to adjust the price at our reasonable discretion, taking the cost change into account.
- III. Default in payment, deterioration of financial position, deferment, reverse transaction
 1. In the event of a delayed payment or a deferral, we are entitled to demand interest payable after the due date and default interest at the statutory rate, subject to the establishment of proven higher actual damage caused by the default.
 2. If the customer defaults on payment or if there are specific indications of imminent customer insolvency, we are entitled to pay for outstanding deliveries and work only against advance payment of all outstanding receivables, including bills and deferred

amounts, or against collateral security. If the customer does not comply with our request for advance payment or collateral security within a reasonable period of time, we are entitled to withdraw from the contract and to charge the customer for any costs incurred to date.

3. If the customer has to return the delivered goods for any reason, it shall reimburse us for any use or culpable misuse of the goods from the time of delivery ex works until the date on which goods are received by the factory. Likewise, in the event of a reverse transaction for which the customer is responsible, the customer must pay back any expenses incurred from the contract and compensate for any damage to the goods caused by the customer's culpable actions or by another circumstance for which it is responsible. A value that takes into account any depreciation of the item that has since occurred must be paid for any use or transfer of use. The provision of Section 287 (1) of the Code of Civil Procedure (ZPO, Zivilprozessordnung) applies to the determination of the fee amount accordingly.

IV. Delivery period

1. The specific delivery period to be agreed begins upon conclusion of the contract, but not before complete provision of any documents, permits and approvals to be procured by the customer, and not before receipt of any agreed down payment. Our compliance with the delivery period requires the customer to fulfil the contractual obligations in any event.
2. The delivery period is deemed to be met if the delivery item has left our factory or a notification has been sent stating that it is ready for dispatch by the deadline. Subsequent changes or additions to the customer's order extend the delivery period accordingly. The same applies to the occurrence of unforeseeable obstacles for which we are not responsible, for example force majeure, labour disputes, strikes, lockouts, delays on the part of suppliers. We must communicate the time such obstacles start and end with the customer as soon as possible. If delivery is made impossible as a result of these circumstances, we can withdraw from the contract without the customer being entitled to any claims.

V. Delayed delivery

If a delivery delay is due to an intentional or grossly negligent breach of contract for which we are responsible, we shall be liable in accordance with the legal provisions. Any fault of our representatives or vicarious agents is attributable to us. In cases of simple negligence, our liability is limited to direct damage and the net amount of the respective order value, provided that typical contractual damages are not higher. In the latter case, our liability is limited to the corresponding type and amount of typical contractual and foreseeable damages.

VI. Delivery, insurance, transfer of risk

1. We deliver without insurance ex works or external warehouse. Partial deliveries are permitted. If no specific instructions are given, the choice of transport route and the mode of transport is at our discretion without any liability for choosing the cheapest and fastest delivery. Unless otherwise agreed, the choice of packaging will be at our discretion. Depending on the type of packaging, we will charge the cost or proportionate rental costs. At the customer's request, the delivery will be insured at its expense.
2. The risk of accidental loss and damage transfers to the customer no later than the date on which the delivery parts are dispatched, even if partial deliveries are made and we have assumed other services, e.g. delivery costs or delivery and installation.
3. If dispatch is delayed due to circumstances for which the customer is responsible, the risk shall transfer to the customer from the date on which the delivery is ready for dispatch.

VII. Default of acceptance delay, orders on demand

1. If the customer fails to take delivery of the contractual object on time, we are entitled to set a reasonable grace period to then otherwise dispose of it and to supply the customer within a reasonable extended period. In this case, we are entitled to demand compensation for any damages incurred as a result of this, including any additional expenditure objectively required for the unsuccessful provision as well as any storage and preservation of the delivery item. We are also entitled to change the price accordingly. This does not affect our rights to demand compensation for damages instead of performance after the grace period expires. If we demand compensation for damages instead of performance, we may demand 20% of the agreed price as compensation without providing any evidence, unless a much lower amount of damage has been demonstrably incurred. We reserve the right to assert higher actual damages.
2. Unless otherwise agreed, orders confirmed by us on demand must be accepted no later than one year after the order date. The same applies to fixed provisions or any subsequent 'on-demand' jobs. If deliveries are not called within the specified period, paragraph 1 applies accordingly.

VIII. Property, extended retention of title, current account

1. The delivered goods remain our unrestricted property until the purchase price is paid in full, including all ancillary claims, or until the amount due is paid for repeated or ongoing business relationships. With respect to ongoing business relationships, individual current account items shall not be treated separately. The goods delivered by us remain our property until full settlement of all our receivables, regardless of the legal grounds. If payment is made by cheque or by a bill of exchange, the goods remain our property until they are paid for and a corresponding credit has been made to our account.

2. The customer may only sell our reserved goods in the ordinary course of business, and only provided that it is not in default of payment. It may only sell the goods to its customers under retention of title. It is not entitled to otherwise dispose of the reserved goods (e.g. as chattel mortgage, pledge).
3. If the goods delivered under retention of title are combined or mixed with other items, we acquire co-ownership in the new item or the mixed stock.
4. If the goods delivered under retention of title or the goods made from them are re-sold, processed, installed or otherwise used by the customer - regardless of the condition - the customer hereby assigns to us any receivables against third parties arising from disposal, processing or installation, together with all ancillary rights, until full repayment of our receivables from the delivery of goods. This also applies to sale of company. If a new item or stock produced by combining or mixing is resold, processed or installed, the assignment shall extend to the amount corresponding to our co-ownership share value. The customer remains authorised to collect receivables even after the assignment. Our authority to collect any receivables remains unaffected. However, we undertake not to collect any receivables provided that the customer meets its payment obligations from the collected revenue, does not default on payment and, in particular, provided that no application has been submitted to commence insolvency proceedings and payments have not been suspended. If this is the case, we may demand that the customer notifies us of the assigned receivables and their debtors, provides all information necessary for collection, hands over any associated documents and notifies debtors of the assignment.
5. We are obliged to release securities due to us at our discretion if they exceed the outstanding receivables to be secured by more than 20%.
6. In the event of default in payment, threatened suspension of payments or if foreclosures or bill of exchange protests against the customer arise, we are entitled to have our reserved goods returned to us after setting a reasonable deadline. The customer is obliged to surrender them. Withdrawal of the purchased item by us does not constitute withdrawal from the contract.
7. The customer must notify us immediately of any seizure or other impairment of our reserved goods by third parties. Any costs incurred by such access by third parties shall be borne by the customer. The reimbursement obligation no longer applies if our prosecution was unsuccessful or if the third party liable for reimbursement fulfils its duty towards us.
8. The customer is obliged to treat the accepted reserved goods with care; in particular, it is obliged to insure these against damage caused by fire, water and theft at their original value at its own expense. If maintenance and inspection work is required, the customer must carry it out in a timely manner at its own expense.

IX. Notices of defects

1. The customer or the recipient indicated by the customer must inspect the goods immediately upon receipt. If a defect is found, treatment and processing of the defective item must be stopped immediately. Outstanding defects, including the lack of guarantees, must be reported in writing without undue delay (within 7 days of receiving the goods at the latest) and hidden defects reported without undue delay (within 7 days of discovery at the latest). If the customer fails to carry out the inspection or provide notice of defects in the proper form and in due time, the customer shall not be entitled to any claims for defects. The timeliness of the notice of defects depends on when we are notified.
 2. If an acceptance test or an initial sample inspection has been agreed, the customer cannot provide notice of defects which it could have discovered upon careful acceptance or initial sample inspection.
 3. Notices of defects which are not recognised by us do not release the customer from its payment obligations. If we recognise notices of defects, payments may only be withheld by the customer to an extent that is proportionate to the defects found. If notices of defects are made in error, we are entitled to demand compensation from the customer for any expenses incurred.
- X. Liability for defects
1. The customer must explicitly notify us of any technical requirements set by the customer for the goods which deviate from the standard requirements in writing prior to the conclusion of the contract. If the customer does not do so, there is no defect if such requirements are not met.
 2. We assume liability for defects for delivered items manufactured by us in such a way that defective goods are repaired or re-delivered at our discretion, unless this is unreasonable for the customer. Replaced parts become our property. On request, the customer must send defective goods to us in the original condition in which they were supplied for costs to be reimbursed. The customer must give us the required time and opportunity for us to carry out any supplementary performance measures that we deem necessary. Otherwise, we are exempt from liability for defects. We are only obliged to accept liability for defects if the items we have sealed/varnished still have original seals/varnishes that have not been tampered with.
 3. The limitation period does not start again for supplementary performance.
 4. No liability for defects shall be accepted for damages resulting from unsuitable or improper use, faulty or negligent treatment or maintenance, unsuitable equipment or replacement materials, defective installation work or commissioning by the customer or third parties, normal wear and tear, excessive loading and influences conflicting with the intended purpose of the item. In addition, any changes or repair work incorrectly carried out by the customer or third parties without our prior consent shall exempt us from liability for defects.

5. If repair or replacement is not possible, has conclusively failed or is unreasonably delayed, the customer can either demand a fee reduction or may withdraw from the contract.
 6. We shall not bear any expenses resulting from cases where sold goods have been moved to a location other than the customer's registered office or branch, unless this corresponds with contractual use.
 7. Our liability for defects for third-party products or parts not manufactured by us is limited to the assignment of claims against our suppliers, insofar as the defect is not within our area of responsibility. If the assigned rights are not satisfied, e.g. due to insolvency etc., we are only liable as an alternative within the scope of these terms and conditions.
 8. Customer recourse claims against us only exist to the extent that the customer has not made any agreements with its buyer that go beyond the legal claims for defects.
 9. Claims for liability for defects against us become time-barred no later than 12 months after delivery of the goods or after acceptance, with the exception of the cases governed in section XI. 6.
 10. For other claims, in particular for compensation for damages, section XI. applies. Even in this case, we are only liable for typical and foreseeable damages.
 11. If the end user of the goods is a consumer, the statute of limitations for any customer recourse claim against us shall be governed by legal provisions.
- XI. Limitation and exclusion of claims for damages
1. Our technical advice given verbally and in writing, as well as suggestions, calculations, project planning, etc. are only intended to give the customer an explanation as to how to best use our products. They do not exempt the customer from its obligation to ensure by carrying out its own inspection that the products are suitable for the intended purpose.
 2. In the event of slight negligence, we shall only be liable for claims asserted against us for compensation for damages and reimbursement of expenses as a result of a breach of duty for which we are responsible, regardless of the legal grounds, if the breach of essential duties jeopardises the purpose of the contract. Otherwise, our liability for slight negligence is excluded.
 3. In the event of liability under section XI. 2. and liability without fault, we are only liable for typical and foreseeable damages. The establishment of wasted expenses by the customer is inadmissible.
 4. The above exclusion of liability applies in favour of our bodies, legal representatives, executives and non-executive employees and other agents to the same extent.
 5. All claims for compensation and the reimbursement of expenses against us lapse 12 months after goods are delivered. In the case of tortious liability, the period is 12 months from the time this becomes known, or from the time there was a grossly negligent lack of knowledge of the circumstances that gave rise to the claim or of the

person liable for compensation. This does not apply in the case of intent and in the cases set out in section XI. 6.

6. The above paragraphs do not apply if there is strict liability and there is liability for injury to life, limb or health, or if there is a quality guarantee or fraudulent concealment of a defect.

XII. Product information, applicable language

1. Information, for example information given in brochures, prospectuses, catalogues, price lists etc., do not become part of the contract unless expressly agreed upon. They contain no legally binding explanations and in particular do not justify the acceptance of quality guarantees, independent promises or specific instructions. This also applies to the use of standard marks or conformity marks.
2. If orders or correspondence are/is not in German, German documents are authoritative when determining the content of the contract. We assume no liability for any translation errors.

XIII. Tools, patterns, drawings, non-disclosure

1. Tools that have been made for the manufacturer in connection with the manufacture of products and all rights thereto belong to us. Any transfer of rights to the customer must be agreed in writing.
2. We reserve the right of ownership and copyright to drawings, patterns and other documents - with the exception of promotional printed matter. They may not be made accessible to unauthorised third parties and must be returned to us at our request.
3. The contracting parties undertake to treat any clear details which the other party obtains knowledge of through the business relationship as business secrets.

XIV. Place of performance, applicable law, place of jurisdiction

1. The place of performance for delivery and payments is our registered office.
2. The law of the Federal Republic of Germany applies. If the customer is established outside of Germany, the CISG (UN Convention on Contracts for the International Sale of Goods) applies with the following special regulations: (a) Amendments or cancellations to the contract must be made in writing; this also applies to agreements on the abandonment of this written form agreement. (b) If goods that do not conform with the contract are supplied, the customer only has the right to cancel the contract or a right to a replacement delivery if claims for damages against us are excluded or it is unreasonable for the customer to use the non-compliant goods and assert the remaining claim for damages. In these cases, we are initially entitled to remedy the defect. If the rectification of defects is unsuccessful and/or results in an unreasonable delay, the customer is entitled to declare the cancellation of the contract or to demand replacement delivery at its discretion. The customer is also entitled to do

so if the rectification of defects causes an unreasonable inconvenience or there is uncertainty about the reimbursement of any expenses incurred by the customer.

3. The place of jurisdiction is Hagen. However, we are also entitled to sue the customer at its general place of jurisdiction.

XV. Partial invalidity

Should a provision of these terms and conditions and further agreements made be or become invalid, the validity of the remaining provisions of the contract shall not be affected thereby. The contracting parties will replace the invalid provision with a provision as similar as possible in its economic effect.

XVI. German version takes precedence

These general terms and conditions shall be interpreted in accordance with German law. If the legal meaning of a translation deviates from the German legal meaning, the German meaning takes precedence.

Date: January 2022