General Terms and Conditions

§ 1 General/Scope

1. Our general terms and conditions apply exclusively. We do not recognize customer's conditions which contradict or deviate from our general terms and conditions. Our general terms and conditions apply even when we make delivery in the knowledge of customer's conditions which are to the contrary or which deviate from our general terms and conditions.
2. As defined in § 14 section 1 BGB (German Civil Code), our general terms and conditions apply to entrepreneurs only.

§ 2 Conclusion and content of the contract

1. Our offers are binding, but subject to confirmation with regard to prices, delivery possibility and delivery periods. These are only binding with our order confirmation in textform.
2. All agreements made between us and the customer for the purpose of the execution of the contract are to be recorded in textform.
3. Information on the nature and durability, technical data and descriptions in our product information, advertising material or technical data sheets, as well as manufacturer's information, are not guarantees of the nature or durability of our goods, unless the information is agreed in an individual contract.
4. If, for example in a general building approval /general design approval, experience with the product, training or similar is required, the customer is responsible for insuring that these requirements are met. The customer is responsible for obtaining copies of such requirements.

§ 3 Prices/Payment conditions

1. Unless agreed otherwise, the applicable prices are those stated in our price lists on the day of the order.
2. If order-related costs change significantly after the conclusion of a contract (e.g. for raw materials, auxiliaries, wages, freight or public charges), we have the right to adjust the price as reasonably seen fit, taking into account the change in costs.
3. All prices are in euro ex-works, to which must be added VAT at the legal rate at the time of delivery and, where applicable, costs of transport.
4. Claims for payment fall due upon delivery and upon receipt of the invoice. They are to be fulfilled within 14 days of receipt of the invoice. After the invoice comes due, interest for delay is calculated at 5%. When default arises, interest for default is calculated at a level of 9 percentage points above the base interest rate. The day of payment is deemed to be the date that we receive the money, or that it is credited to our account. We reserve the right to claim for damages going beyond this, in the case of delay or default in payment.
5. Bills of exchange, checks, and other instructions of payment are accepted only under reserve, and only on account of payment. This has no effect on the status of our claim. Bank discount and collection charges are chargeable to the customer.
6. If payment conditions are not complied with, or circumstances become known which in our dutiful commercial judgement create justified doubt about the customer's creditworthiness, or indeed if such facts already existed at the conclusion of contract but were not known to us or could not have been known to us, then all claims arising from the business relationship become due immediately, regardless of the term of any bills of exchange received and credited. Without prejudice to further legal rights, in these cases we are justified in demanding advance payment or the provision of securities acceptable to us for still outstanding deliveries; if an appropriate period has passed unsuccessfully for the provision of such securities, we may withdraw from the contract or demand damages because of non-fulfilment. In addition, we are authorised to prohibit the resale or processing of goods which are our property or joint property, and to demand their return to us or the granting of co-possession at the customer's expense. To the legally permitted extent, such a demand does not count as a withdrawal from the contract.

§ 4 Delivery periods, force majeure, over-/underdeliveries

1. Delivery periods are deemed to be agreed as merely approximate.
2. Delivery periods always start with our order confirmation, though not before all details of execution have been clarified, and all conditions to be fulfilled by the customer are in place, and especially not unless all required documentation for

order fulfilment has been supplied, and any agreed advance payments have been made. For call-up orders, the delivery period starts on the working day following the call-up.

3. The delivery period is deemed to be complied with if the goods are made available in the works on or before the expiry of the delivery period, for collection by the customer or for dispatch, and the customer is informed of the availability.

4. If, for reasons for which we are not responsible, we do not receive deliveries or services from our suppliers, or they are not received correctly or punctually, or events of force majeure arise, § 11 shall apply. This shall also apply even if the circumstances described in § 11 arise after we have fallen behind in delivery and if force majeure occurs at our suppliers.

5. We will inform the customer of circumstances which entail significant delivery delays.

6. § 9 applies in the case of non-fulfilment or exceeding delivery periods.

7. If delivery is made upon call-up or as specified by the customer, and a call-up or specification does not occur within the contractually agreed periods, then, after unsuccessfully setting a period of our choice, we are justified in assigning and delivering the goods ourselves, in claiming damages for non-fulfilment, or in withdrawing from the contract.

8. Over or under-deliveries up to 10 % are permitted.

§ 5 Dispatch and assumption of risk

1. Our performance is ex-works, i.e. the goods are made available in the works for collection by the customer.

2. If, at the customer's request, goods are dispatched to a location other than the place of fulfilment, then the customers bears the costs of transport and the risk transfers to the customer as soon as we have handed over the goods to the carrier or to the person or organisation who is otherwise charged with the execution of the shipping.

3. Unless the customer specifically prescribes, the choice of type of shipping is ours. The same applies to the choice of the forwarder or carrier. We accept no guarantee for the most economical mode of shipment. The customer bears the costs of shipment. Transport insurance is taken out only at the customer's express wish.

4. If goods are returned for reasons for which we are not responsible, the customer accepts the risk until we have received the goods.

§ 6 Inspection upon receipt, claims for defects, liability for defects

1. The customer or his designated recipient must inspect the goods immediately upon receipt. After the discovery of defects, the handling and processing of the defective goods is to be ceased immediately. Obvious defects - including the absence of quality guarantees – transport damage or incomplete delivery must be reported immediately in textform, but at the latest within 7 days of receipt of the goods, and hidden defects must be reported immediately in writing, but at the latest within 7 days of their discovery. If the customer fails to inspect or to claim correctly in terms of form and time, then the goods shall be deemed to have been approved and the customer has no right to claims for defects. The punctuality of the claim is based on the time that we receive it.

2. If an acceptance or an initial sample was agreed, a claim for defects is excluded if the customer could have discovered them by means of careful acceptance or initial sample inspection.

3. If potential defects are detected during pro-cessing, work must be stopped immediately and the unopened original packagings that have not yet been processed and the prod-uct identification (product lable including badge number) of the opened packagings must be secured. They must be made avail-able to us for inspection upon request.

4. In the case of justified claims for defects, at our choice we are obliged to supplementary performance either through delivery of defect-free replacement goods or through rework, and in this case the components under complaint become our property. We have the right to refuse to carry out supplementary performance, as per the legal provisions.

5. If we do not fulfil our obligation to supplementary performance, the customer has the choice of withdrawing from the contractor or of reducing the price, after he has set us an appropriate period, unless this is unnecessary according to the legal provisions. In the case of withdrawal, the customer is liable for deterioration, destruction and loss of derived benefits, not only for due care, but for every case in his responsibility.

6. Regardless of the legal grounds, further claims by the customer for damages and repayment of expenditures because of or in connection with defects or consequential loss exist only to the extent of the provisions in § 8. However, also in this case we are liable only for typical and foreseeable damages.
7. Our warranty obligation is nullified when defects are not present in the goods delivered by us, i.e. especially if defects are due to incorrect use, defective or negligent handling, natural wear and tear, or intervention in the delivered objects by the customer or by third parties. The customer is furthermore obliged to undertake trials and stability tests at his own expense, in order to investigate the suitability of the goods for the intended purpose; otherwise, our warranty obligation is nullified.
8. Warranty obligation claims against us expire at the latest 12 months after delivery or acceptance of the goods, with the exception of the cases governed in § 9. If the end user of the goods is a consumer, the legal regulations apply to the expiry of any possible right of recourse of the customer against us.

§ 7 Trade mark rights

1. If goods are manufactured according to the customer's instructions, and this infringes trade mark rights of third parties, then the customer releases us from all claims by third parties arising from the infringement of the trade mark rights.
2. In the case of contractual infringements by the customer, his trade mark rights do not exclude our use of the goods in a contractually compliant way.

§ 8 Exclusion and limitation of liability to compensation for damages and for expenses

1. For all claims for compensation for damages and expenses directed against us on the basis of neglect of duty for which we are responsible, regardless of the legal basis, in the case of slight negligence we are liable only when there is an infringement of significant obligations which endangers the purpose of the contract. For the rest, our liability for slight negligence is excluded.
2. In the case of liability as per § 8.1 and of liability without fault, we are liable only for typical and foreseeable damages. A claim for expenses incurred in vain by the customer is not permitted.
3. For damages for delay, in the case of slight negligence we are liable only to a level of 5% of the net order value.
4. The customer has sole responsibility for the use of goods or other services supplied by us. In particular, the customer must observe the safety data sheet, which is enclosed with the delivery or is sent separately. If we have not confirmed in textform specific properties and suitabilities of our products for a contractually defined purpose, application-related advice is non-binding in every case. We are also liable only to the extent of § 8.1 for advice which was given or failed to be given, and which does not relate to the characteristics and usability of the delivered product.
5. The exclusion of liability as per §§ 8.1 to 8.4 applies to the same extent to the benefit of our agencies, legal representatives, managing and non-managing employees, and other vicarious agents.
6. All claims against us for damages and expenditure expire 12 months after delivery of the goods in the case of tortious liability from the time of knowledge or of gross negligence of the circumstances justifying the claim or of the body liable to make reparation. This does not apply in the case of malice, or in the cases specified in § 8.7.
7. The provisions of §§ 8.1 to 8.6 and § 6.7 do not apply in the case of strict liability, if liability exists for damage to life, body, or health, or if a quality guarantee has been accepted or there has been malicious concealment of a defect.

§ 9 Retention of ownership

1. We retain the ownership of all goods delivered by us, until all our claims resulting from the business relationship with the customer have been settled, including future claims arising from contracts concluded later and including any possible claims for recourse and indemnification arising from bills of exchange and checks. This also applies in the case of a sum in our favour, if individual or all claims are included by us in an open account (on an open item basis), and the balance is drawn up.
2. The customer must insure the goods under retention of title sufficiently, especially against fire and theft. Insurance claims arising from a damage event which affects the goods under retention of title are hereby already at this point transferred to us, to the value of the goods under retention of title.
3. Handling and processing of the goods under retention of title takes place on our behalf as the manufacturer as per § 950 BGB (German Civil Code), without however placing us under obligation. If our

goods are handled and processed, or are inseparably mixed, with other objects which do not belong to us, we obtain joint ownership of the new item in the ratio of the invoiced value of our goods to the invoiced values of the other processed or mixed objects. If our goods are combined with other mobile objects into one single object which can be regarded as the principal object, then already at this point the customer transfers to us joint ownership in the same ratio. The customer protects the ownership or joint ownership on our behalf, free of charge. The joint ownership rights which arise in this way are deemed to be goods under retention of title. If we request, the customer is obliged at any time to provide us with the necessary information for pursuing our rights of ownership or joint ownership.

4. The customer has the right to resell the delivered goods in the normal course of business. He is not permitted to undertake other disposals, especially pledging or provision of reserved ownership. If the goods under retention of title are not paid for immediately by a third party purchaser upon resale, the customer is obliged for his part to resell them only under retention of ownership. The authorisation to resell and to further handle and process the goods under retention of title is nullified without further ado if the customer suspends his payments or falls behind in his payments to us.

5. The customer hereby already at this point transfers all claims including value added tax, securities and ancillary rights which arise to him against the end customer or third parties, from or in connection with the resale of goods under retention of title. This applies also in the case of a company acquisition. The customer may make no agreement with his customers if it excludes or negatively affects our rights in any way, or it nullifies the advance assignment of the claim. If goods under retention of title are sold with other objects – also in the case of a company acquisition – the claim against the third-party buyer at the supply prices agreed between us and the customer is deemed to be transferred, unless it is impossible to determine the amounts relating to the individual items from the invoice. If jointly owned components are sold as goods under retention of title – also in the case of a company acquisition – the claim arising from the resale is deemed to be transferred to us, in the proportion of our joint ownership.

6. The customer remains authorised to collect the claims transferred to us until our revocation, which may be made at any time. Our right to collect the claim ourselves, if required, remains unaffected by this. On our demand, the customer is obliged to provide us with the information and documentation necessary to collect the transferred claims, and if we do not do this ourselves, to inform his customers immediately of the transfer to us.

7. If the customer includes claims arising from the resale of goods under retention of title in an existing open item relationship with his customers, then already at this point he transfers to us any agreed balance accruing to his benefit or final balance for the amount corresponding to the total amount of the claims included in the open item relationship which result from the resale of our goods under retention of title.

8. If claims arising from the resale of the goods delivered or to be delivered by us have already been transferred by the customer to third parties, especially on the basis of recourse or non-recourse factorings, or if the customer has made other agreements, on the basis of which our current or future security interests could be negatively affected, he must inform us of this immediately. In the case of a recourse factoring, we have the right to withdraw from the contract and to demand the release of already delivered goods. The same applies in the case of a non-recourse factoring, if the contract does not allow the customer to negotiate freely with the factor in relation to the purchase price for the claim.

9. In the case of conduct by the customer contrary to the contract, especially delayed payment, we have the right to take back all goods under retention of title; in this case, the customer is obliged to release the goods without further ado. In order to determine the status of goods which we have delivered, we may enter the customer's commercial premises at any time during normal business hours. Taking back goods under retention of title represents a withdrawal from the contract only if we expressly state this in Textform, or mandatory legal provisions provide for this. The customer must immediately inform us in textform of all access by third parties to goods under retention of title, or of claims transferred to us.

10. If the value of the securities available to us under the provisions above exceeds the secured claims by

more than 10 % altogether, then if the customer demands, we are obliged to release securities of our choice, to that extent.

11. We retain our rights of ownership and copyright in all cost estimates, designs, drawings and other documentation. The customer must not make them accessible to third parties, and must return them immediately when requested.

§ 10 Right of retention/offsetting

The customer has a right of retention or offsetting only with regards of such counter-claims which are undisputed or are deemed to have legal effect; this shall not apply to counter-claims resulting out of the same contractual relationship. We also reserve the right of offsetting for the case that the mutual claims are in different currencies. The exchange rate for offsetting is deemed to be the officially set average exchange rate on the Frankfurt Stock Exchange on the day of the offsetting statement.

§ 11 Force Majeure

1. Definition:
“Force Majeure” means the occurrence of an event or circumstance (“Force Majeure Event”) that prevents or impedes a party from performing one or more of its contractual obligations under the contract, if and to the extent that the party affected by the impediment (“the Affected Party”) proves:
a) that such impediment is beyond its reasonable control; and
b) that it could not reasonably have been foreseen at the time of the conclusion of the contract; and
c) that the effects of the impediment could not reasonably have been avoided or overcome by the Affected Party.
2. Non-performance by third parties
Where a party fails to perform one or more of its contractual obligations because of default by a third party whom it has engaged to perform the whole or part of the contract, the party may invoke Force Majeure only to the extent that the requirements under paragraph 1 of this Clause are established both for the party and for the third party.
3. Presumed Force Majeure Events
In the absence of proof to the contrary, the following events affecting a party shall be presumed to fulfil conditions (a) and (b) under paragraph 1 of this Clause, and the Affected Party only needs to prove that condition (c) of paragraph 1 is satisfied:
a) war (whether declared or not), hostilities, invasion, act of foreign enemies, extensive military mobilisation;
b) civil war, riot, rebellion and revolution, military or usurped power, insurrection, act of terrorism, sabotage or piracy;
c) currency and trade restriction, embargo, sanction;
d) act of authority whether lawful or unlawful, compliance with any law or governmental order, expropriation, seizure of works, requisition, nationalisation;
e) plague, epidemic, pandemic, natural disaster or extreme natural event;
f) explosion, fire, destruction of equipment, prolonged break-down of transport, telecommunication, information system or energy;
g) general labour disturbance such as boycott, strike and lock-out, go-slow, occupation of factories and premises.
4. Notification
The Affected Party shall give notice of the event without delay to the other party.
5. Consequences of Force Majeure
A party successfully invoking this Clause is relieved from its duty to perform its obligations under the Contract and from any liability in damages or from any other contractual remedy for breach of contract, from the time at which the impediment causes inability to perform, provided that the notice thereof is given without delay. If notice thereof is not given without delay, the relief is effective from the time at which notice thereof reaches the other party. The other party may suspend the performance of its obligations, if applicable, from the date of the notice.
6. Temporary impediment
Where the effect of the impediment or event invoked is temporary, the consequences set out under paragraph 5 above shall apply only as long as the impediment invoked prevents performance by the Affected Party of its contractual obligations. The Affected Party must notify the other party as soon as the impediment ceases to impede performance of its contractual obligations.
7. Duty to mitigate
The Affected Party is under an obligation to take all reasonable measures to limit the effect of the event invoked upon performance of the contract.
8. Contract termination
Where the duration of the impediment invoked has the effect of substantially depriving the parties of

what they were reasonably entitled to expect under the contract, either party has the right to terminate the contract by notification within a reasonable period to the other party. Unless otherwise agreed, the parties expressly agree that the contract may be terminated by either party if the duration of the impediment exceeds 120 days.

9. Unjust enrichment

Where paragraph 8 above applies and where either party has, by reason of anything done by another party in the performance of the contract, derived a benefit before the termination of the contract, the party deriving such a benefit shall pay to the other party a sum of money equivalent to the value of such benefit.

§ 12 Export control

a) Principles

We advice the customer that in the event of resale or other transfer of our goods to a country other than that in which the customer is domiciled or than that agreed in the contract, the customer must inform himself on his own responsibility of the technical, official, statutory and legal requirements imposed there. We cannot exclude the possibility that there are requirements which our goods do not fulfilled. The examination whether this is the case is the sole responsibility of the customer. Should the customer require certain information about our goods within the scope of this examination, we will make this information available to him upon request. However, we do not undertake our own examination as to whether the requirements are fulfilled in the country concerned.

We advise the customer that for the shipment/export of goods (products, software, technology) and for the provision of services in fulfilment of a contractual obligation (e.g. installation, maintenance, repair, instruction/training, etc.) with a cross-border component, European and German foreign trade law is applicable, and that the individual deliveries and technical services may be subject to legal export control restrictions and bans. This applies in particular to armaments and so-called dual-use goods. The applicable legal regulations are in particular regulation (EC) no. 428/2009 (EC Dual Use Regulation) and its attachments, the German Foreign Trade Law (AWG), the German Foreign Trade Regulation (AWV) and its attachment (Part I sections A and B of the German Export List), in their respective current versions.

Furthermore, there are European and national embargo regulations against specific countries and persons, companies and organisations, which can ban the delivery, supply, provision, export, or sale of goods and the performance of services, or make them subject to approval.

The customer recognises that the abovementioned legal regulations are subject to constant changes and modifications, and that they are to be applied to the contract in their currently valid version.

The customer undertakes to recognise and comply with the European and German export control provisions and embargo regulations, especially if the customer is subject to a re-export condition in an approval assigned to us by the export control authorities. We will inform the customer of such a condition no later than the shipment/export.

The customer further undertakes not to sell, export, re-export, deliver, or pass on the delivered goods, or to otherwise make them accessible directly or indirectly, to persons, companies, institutions, organisations or in countries if this infringes European or German export provisions or embargo regulations.

Upon request, the customer is obliged to provide us appropriate and complete information about the end use of the goods and/or services to be provided, and in particular to issue so-called end-use certificates (EUCs) and to send them to us in the original, in order to verify the end use and intended purpose of the goods and/or services to be provided, and to be able to demonstrate them to the export control authorities.

b) Withdrawal, compensation for damages by us

If the possibly required export or shipment approvals, or other approvals or releases under foreign trade law are not issued or not issued in good time by the responsible authorities, or other obstacles impede the fulfilment of the contract or delivery because of the regulations regarding customs, foreign trade, and embargo regulations which we as exporter and/or shipper or our suppliers must comply with, then we have the right to withdraw from the contract and/or the individual delivery or service obligation. This applies even if relevant export control and legal embargo obstacles first arise (e.g. because of a change in the legal situation) between conclusion of contract and the

delivery or performance of the service, as well as when asserting guarantee rights, and these make the performance of the delivery or service temporarily or permanently impossible because necessary export or shipment approvals or other approvals or releases under foreign trade law are not issued, or are withdrawn, by the authorities responsible, or other legal obstacles prevent the fulfilment of the contract or the delivery or service because of customs, foreign trade, and embargo regulations which must be complied with.

§ 8 applies to possible claims for damages by the customer on this basis.

c) Delivery times

Release or assignment of export or shipment approvals or other types of approval under foreign trade law by the authorities responsible can be a prerequisite for compliance with delivery times. If we are impeded in on-time delivery because of the duration of the correct execution of a customs or foreign trade application, approval, or inspection process, then the delivery time is extended accordingly by the duration of the delay caused by this official process. Furthermore, the provisions in § 4 remain unaffected.

d) Compensation for damages payable by the customer

The customer is liable to the full extent for damages and expenses arising to us through the customer's culpable non-compliance with the European and/or German export provisions or embargo regulations.

§ 13 REACH clause

If the customer notifies us of a use in accordance with Article 37.2 of Regulation (EC) No. 1907/2006 (REACH Regulation) which makes it necessary to update the registration or the substance safety report or which triggers another obligation under the REACH Regulation, the customer shall reimburse us for all demonstrable expenses. We shall not be liable for delays in delivery caused by the notification of this use and the fulfilment of the corresponding obligations by us in accordance with the REACH Regulation. Should we not be in a position to include this use as an identified use for reasons of health and environmental protection, and should the customer intend, contrary to our advice, to use the goods in the manner we have advised against, we may withdraw from the contract.

§ 14 Place of jurisdiction/Applicable law

1. The place of execution is our works at Isolastraße 2, 52353 Düren, Germany.
2. The place of jurisdiction is Cologne, Germany. However, we also have the right to institute proceedings against the customer at his general place of jurisdiction.
3. The law of the Federal Republic of Germany applies.
4. If the customer is based outside of Germany, the CISG ("UN Sales Convention") applies, with the following special provisions:

- Modifications to or deletions from contracts must be made in writing. This also applies to agreements on the abandonment of this agreement on the written form.
- In the case that goods contrary to contract are supplied, the customer has the right to cancel the contract or to a replacement delivery only if claims against us for damages are excluded or it is unreasonable for the customer to use the goods which are contrary to contract and to claim for the remaining damages. In these cases, we are first permitted to correct the defects. If the correction of defects fails and/or it results in an unreasonable delay, then the customer has the right of choosing whether to declare that the contract is cancelled, or to require delivery of replacements. The customer also has this right when the correction of defects causes an unreasonable inconvenience, or there is uncertainty about the reimbursement of the customer's possible outlays.

§ 15 Partial ineffectiveness

In the case of ineffectiveness of individual provisions, the rest of the provisions remain fully effective. Instead of ineffective provisions, a regulation applies without further ado which comes closest, within what is legally possible, to what had been financially intended according to the intent and purpose of the ineffective clause. The same shall apply in the event of contractual loopholes.

§ 16 Prevailing German Version

These general terms and conditions shall be interpreted according to German interpretation of law. If the legal meaning of a translation deviates from the German legal meaning, the German legal meaning shall have precedence.

Status: February 2025