

General Terms and Conditions of Sale of Euroflex GmbH

Version 04/2024

§ 1 Scope of application, form

(1) These General Terms and Conditions of Sale (hereinafter referred to as "GTCS") shall apply to all business relationships with our customers (hereinafter referred to as "Buyer"). The GTCS shall only apply if the Buyer is an entrepreneur (§ 14 BGB [German Civil Code]), a legal entity under public law or a special fund under public law.

(2) The GTCS apply in particular to contracts for the sale and/or delivery of movable goods (hereinafter: "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 Buyer'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.

(3) Our GTC shall apply exclusively. Deviating, conflicting or supplementary General Terms and Conditions of the Buyer shall only become part of the contract if and insofar as we have expressly agreed to their validity. This requirement of consent shall apply in any case, for example even if the Buyer refers to its General Terms and Conditions of Business in the context of the order and we do not expressly object to this.

(4) Individual agreements (e.g. framework supply agreements, quality assurance agreements) and specifications in our order confirmation shall take precedence over these GTCS. In case of doubt, trade 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.

(5) Legally relevant declarations and notifications by the Buyer in relation to the contract (e.g. setting of deadlines, notification of defects, withdrawal 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 legitimacy of the declaring party, remain unaffected.

(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 GTCS.

§ 2 Conclusion of contract

(1) Our offers are subject to change and non-binding. This shall also apply if we have provided the Buyer with catalogs, technical documentation (e.g. drawings, plans, calculations, references to DIN standards), other product descriptions or documents - also in electronic form - to which we reserve ownership rights and copyrights.

(2) The order of the goods by the Buyer shall be deemed a binding contractual offer. Unless otherwise stated in the order, we are entitled to accept this contractual offer within two weeks of its receipt by us.

(3) Acceptance can be declared by us either in writing (e.g. by order confirmation) or conclusively by delivery of the goods to the Buyer.

§ 3 Delivery period, obstacles to delivery, delay in delivery

(1) The delivery period shall be agreed individually or specified by us upon acceptance of the order. If this is not the case, the delivery period shall be approximately twenty weeks from conclusion of the contract. The delivery period shall not commence until all prerequisites for the execution of the order have been met, in particular all details of the execution have been clarified (e.g. we have received the requested plans or samples for the installation of the ordered machines and equipment) and both parties have agreed on all terms of the contract. If, on the basis of an agreement, an advance payment is owed when the order is placed, the delivery period shall not commence until the agreed advance payment has been received. The delivery date refers to completion at the euroflex plant.

(2) If, for reasons for which we are not responsible, we do not receive deliveries or services from our sub-suppliers or subcontractors despite proper congruent coverage, i.e. despite a contractual agreement with the subcontractor prior to the conclusion of the contract with the buyer, with which the buyer's claim for performance can be fulfilled in accordance with the contract in terms of quantity, quality and performance period, or if events of force majeure, i.e. obstacles to performance through no fault of our own lasting more than 14 calendar days, occur, we shall inform our customer in writing in good time and at the same time inform him of the expected new delivery period. In the event of force majeure, i.e. impediments to performance through no fault of our own lasting more than 14 calendar days, we shall inform our customer in writing in good time and at the same time inform him of the expected new delivery period.

In this case, we are entitled to postpone the delivery or service for the duration of the hindrance or to withdraw from the contract in whole or in part due to the part not yet fulfilled, insofar as we have fulfilled our above obligation to provide information and we are not obliged to procure in individual cases; we will immediately reimburse any consideration already provided by the buyer. Cases of force majeure are in particular or are equivalent to: war, civil war, acts of terrorism, natural disasters, currency and trade restrictions, embargoes, sanctions, pandemics, strikes, lockouts, government and official interventions, energy and raw material shortages, transport bottlenecks through no fault of our own, operational hindrances through no fault of our own, e.g. due to fire, water and machine damage and all other hindrances which, from an objective point of view, have not been culpably caused by us.

(3) If a delivery or performance date or a delivery or performance period has been bindingly agreed and if the agreed delivery or performance date or the agreed delivery or performance period is exceeded by more than four weeks due to events in accordance with paragraph 2 above, or if adherence to the contract is objectively unreasonable for the Buyer in the case of a non-binding performance date, the Buyer shall be entitled to withdraw from the contract due to the part not yet fulfilled. Further rights of the buyer, in particular claims for damages, do not exist in this case.

(4) The occurrence of our delay in delivery shall be determined in accordance with the statutory provisions. In any case, however, a reminder by the buyer is required.

(5) The rights of the Buyer pursuant to § 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 performance), shall remain unaffected.

§ 4 Delivery, transfer of risk, acceptance, default of acceptance

(1) Delivery shall be ex works (EXW, excl. packaging, Incoterms® 2020 of the ICC), which is also the place of performance for the delivery and any subsequent performance. At the request and expense of the buyer, the goods will be shipped to another destination (sale to destination). Unless otherwise agreed, we are entitled to determine the type of shipment (in particular transport company, shipping route, packaging) ourselves.

(2) The risk of accidental loss and accidental deterioration of the goods shall pass to the Buyer 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 already pass upon delivery of the goods to the forwarding agent, the carrier or the person or institution otherwise designated to carry out the shipment. If acceptance has been agreed, this shall be decisive for the transfer of risk. The statutory provisions of the law on contracts for work and services shall also apply accordingly to any agreed acceptance. If the buyer is in default of acceptance, this shall be deemed equivalent to handover or acceptance.

(3) If the Buyer is in default of acceptance, fails to cooperate or if our delivery is delayed for other reasons for which the Buyer 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 amounting to 0.5% of the order value per calendar week up to a maximum total of 10% in the event of final non-acceptance, beginning 14 calendar days after the delivery deadline or - in the absence of a delivery deadline - 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, termination) shall remain unaffected; however, the lump sum shall be offset against further monetary claims. The Buyer shall be entitled to prove that we have suffered no loss at all or only a significantly lower loss than the above lump sum.

§ 5 Prices, reservation of price adjustment, terms of payment

(1) Unless otherwise agreed in individual cases, our current prices at the time of conclusion of the contract shall apply, ex works, plus statutory VAT.

2) After conclusion of the contract, we shall be entitled to adjust the prices to be paid by the Buyer on the basis of the respective contract at our reasonable discretion to the development of the costs which are decisive for the price calculation. A price increase shall be considered and a price reduction shall be made if, for example, the costs for the procurement of energy or the procurement of raw materials increase or decrease or other changes in the energy industry or legal framework conditions lead to a changed cost situation (e.g. due to cost increases due to wage adjustments along the supply chain or unforeseeable increases or decreases in the procurement costs of raw materials and supplies) and we are not responsible for these. Increases in one type of cost, e.g. the procurement costs of electricity and gas, may only be used for a price increase to the extent that they are not offset by any declining costs in other areas, such as the procurement costs of raw materials. In the event of cost reductions, e.g. in the procurement costs of energy, we shall reduce the prices insofar as these cost reductions are not fully or partially offset by increases in other areas. In exercising our reasonable discretion, we shall select the respective points in time of a price change in such a way that cost reductions are not taken into account according to more unfavorable standards for the buyer than cost increases, i.e. cost reductions are effective at least to the same extent as cost increases.

(3) In the case of sale by delivery to a place other than the place of performance (§ 4 (1) of these GTCS), the Buyer shall bear the transportation costs ex works and the costs of any transport insurance requested by the Buyer as well as the packaging costs. Any customs duties, fees, taxes and other public charges shall be borne by the Buyer.

(4) The purchase price shall be due and payable within 14 days of invoicing and delivery or acceptance of the goods to the bank details notified to the Buyer. 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. Deviating terms of payment shall be stipulated in writing.

(5) Upon expiry of the payment period pursuant to paragraph 4, the Buyer 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 for default. Our claim to commercial maturity interest (§ 353 HGB) against merchants remains unaffected.

(6) The Buyer shall only be entitled to set-off or retention rights to the extent that his claim has been legally established or is undisputed. In the event of defects in the delivery, the Buyer's counter-rights shall remain unaffected, in particular in accordance with § 7 paragraph 6 sentence 2 of these GTCS.

(7) 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 jeopardized by the Buyer'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 (§ 321 BGB). In the case of contracts for the manufacture of non-fungible goods (custom-made products), we may declare our withdrawal immediately; the statutory provisions on the dispensability of setting a deadline shall remain unaffected.

§ 6 Retention of title

(1) We reserve title to the goods sold until full payment of all our present and future claims arising from the purchase contract and an ongoing business relationship (secured claims).

(2) 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 buyer 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).

(3) If the Buyer 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 withdrawal; we are rather entitled to demand only the return of the goods and reserve the right to withdraw from the contract. If the buyer does not pay the purchase price due,

we may only assert these rights if we have previously set the buyer a reasonable deadline for payment without success or if setting such a deadline is dispensable according to the statutory provisions.

(4) Until revoked in accordance with c) below, the Buyer is authorized to resell and/or process the goods subject to retention of title in the ordinary course of business. 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. In all other respects, the same shall apply to the resulting product as to the goods delivered under retention of title.
- b) The Buyer hereby assigns to us as security any 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 buyer stated in paragraph 2 shall also apply with regard to the assigned claims.
- c) The buyer shall remain authorized to collect the claim in addition to us. We undertake not to collect the claim as long as the buyer meets 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 paragraph 3. If this is the case, however, we can demand that the buyer 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 are also entitled to revoke the buyer's authorization to resell and process the goods subject to retention of title.
- d) If the realizable value of the securities exceeds our claims by more than 10%, we shall release securities of our choice at the buyer's request.

§ 7 Claims for defects of the buyer

(1) The statutory provisions shall apply to the Buyer'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 or Sections 445c, 327 (5), 327u BGB) shall remain unaffected, unless equivalent compensation has been agreed, e.g. as part of a quality assurance agreement.

(2) 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 matter of the individual contract or which were made public by us (in particular in catalogs 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 condition 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 label of the goods, take precedence over statements made by other third parties.

(3) In the case of goods with digital elements or other digital content, we shall only be obliged to provide and, if necessary, update the digital content if this is expressly stated in a quality agreement in accordance with paragraph 2. In this respect, we assume no liability for public statements made by the manufacturer and other third parties.

(4) In principle, we shall not be liable for defects which the Buyer is aware of or is grossly negligent in not being aware of when the contract is concluded (§ 442 BGB). Furthermore, the Buyer's claims for defects presuppose that he has complied with his statutory inspection and notification obligations (§§ 377, 381 HGB). In the case of building materials and other goods intended for installation or other further processing, an inspection must always be carried out immediately prior to processing. If a defect is discovered during delivery, inspection or at any later time, we must be notified immediately in writing. In any case, obvious defects must be reported in writing within eight working days of delivery and defects not recognizable during the inspection within the same period from their discovery. If the buyer fails to carry out the proper inspection and/or report defects, our liability for the defect not reported or not reported on time or not reported properly shall be excluded in accordance with the statutory provisions. In the case of goods intended for assembly, mounting or installation, this shall also apply if the defect only became apparent after the corresponding processing as a result of a breach of

one of these obligations; in this case, in particular, the Buyer shall have no claims for reimbursement of corresponding costs ("removal and installation costs").

(5) If the delivered item is defective, we can initially choose whether we provide subsequent performance by eliminating the defect (rectification) or by delivering a defect-free item (replacement delivery). If the type of subsequent performance chosen by us is unreasonable for the buyer in the individual case, he may reject it. Our right to refuse subsequent performance under the statutory conditions remains unaffected.

(6) We are entitled to make the subsequent performance owed dependent on the Buyer paying the purchase price due. However, the Buyer shall be entitled to retain a part of the purchase price that is proportionate to the defect.

(7) The Buyer shall give us the time and opportunity required for the subsequent performance owed, in particular to hand over the rejected goods for inspection purposes. In the event of a replacement delivery, the Buyer shall return the defective item to us at our request in accordance with the statutory provisions; however, the Buyer shall not be entitled to return the item. Subsequent performance shall not include the removal, dismantling or dis-installation of the defective item or the installation, attachment or installation of a defect-free item if we were not originally obliged to perform these services; the Buyer's claims for reimbursement of corresponding costs ("dismantling and installation costs") shall remain unaffected.

(8) We shall bear or reimburse the expenses necessary for the purpose of inspection and subsequent performance, in particular transport, travel, labor and material costs and, if applicable, dismantling and installation costs, in accordance with the statutory provisions and these GTCS, if a defect actually exists. Otherwise, we may demand compensation from the Buyer for the costs incurred as a result of the unjustified request to remedy the defect if the Buyer knew or was negligently unaware that there was in fact no defect.

(9) In urgent cases, e.g. if operational safety is jeopardized or to prevent disproportionate damage, the Buyer shall have the right to remedy the defect himself and to demand compensation from us for the expenses objectively necessary for this purpose. We must be notified immediately, if possible in advance, of any such self-remedy. The right of self-remedy does not exist if we would be entitled to refuse a corresponding subsequent performance in accordance with the statutory provisions.

(10) If a reasonable deadline to be set by the Buyer for subsequent performance has expired unsuccessfully or is dispensable in accordance with the statutory provisions, the Buyer may withdraw from the purchase contract or reduce the purchase price in accordance with the statutory provisions. In the case of an insignificant defect, however, there is no right of withdrawal.

(11) Claims of the Buyer for damages or reimbursement of futile expenses shall only exist in accordance with § 8 of these GTCS, even in the case of defects, and are otherwise excluded.

§ 8 Other liability

(1) Unless otherwise stated in these GTCS, including the following provisions, we shall be liable in the event of a breach of contractual and non-contractual obligations in accordance with the statutory provisions.

(2) We shall be liable for damages - irrespective of the legal grounds - within the scope of fault-based liability in cases of intent and gross negligence. In the event of simple negligence, we shall only be liable, subject to statutory limitations of liability (e.g. care in our own affairs; insignificant breach of duty), for

a) for damages resulting from injury to life, body or health,

b) for damages arising from the breach of an essential contractual obligation (obligation whose fulfillment is essential for the proper execution of the contract and on whose compliance the contractual partner regularly relies and may rely); in this case, however, our liability is limited to compensation for the foreseeable, typically occurring damage.

(3) The limitations of liability resulting from paragraph 2 shall also apply to third parties and to breaches of duty by persons (including in their favor) whose fault we are responsible for in accordance with statutory provisions. They shall not apply if a defect has been fraudulently concealed or a guarantee for the quality of the goods has been assumed and for claims of the Buyer under the Product Liability Act.

(4) The Buyer may only withdraw from or terminate the contract due to a breach of duty that does not consist of a defect if we are responsible for the breach of duty. A free right of termination of the Buyer (in particular

according to §§ 650, 648 BGB) is excluded. In all other respects, the statutory requirements and legal consequences shall apply.

§ 9 Statute of limitations

(1) Notwithstanding Section 438 (1) No. 3 BGB, the general limitation period for claims arising from material defects and defects of title shall be one year from delivery. If acceptance has been agreed, the limitation period shall commence upon acceptance.

(2) If the goods are a building or an item that has been used for a building in accordance with its customary use and has caused its defectiveness (building material), the limitation period shall be five years from delivery in accordance with the statutory regulation (§ 438 paragraph 1 no. 2 BGB). Other special statutory provisions on the limitation period shall remain unaffected (in particular § 438 paragraph 1 no. 1, paragraph 3, §§ 444, 445b BGB).

(3) The above limitation periods of the law on sales shall also apply to contractual and non-contractual claims for damages of the Buyer based on a defect of the goods, unless the application of the regular statutory limitation period (§§ 195, 199 BGB) would lead to a shorter limitation period in individual cases. The Buyer's claims for damages pursuant to § 8 paragraph 2 sentence 1 and sentence 2 (a) as well as pursuant to the Product Liability Act shall become time-barred exclusively in accordance with the statutory limitation periods.

§ 10 Choice of law and place of jurisdiction

(1) These GTCS and the contractual relationship between us and the Buyer shall be governed by the law of the Federal Republic of Germany to the exclusion of international uniform law, in particular the UN Convention on Contracts for the International Sale of Goods.

(2) If the Buyer is a merchant within the meaning of the German Commercial Code, a legal entity under public law or a special fund under public law, the exclusive - also international - place of jurisdiction for all disputes arising directly or indirectly from the contractual relationship shall be our registered office in 79650 Schopfheim, Germany. The same applies if the buyer is an entrepreneur within the meaning of § 14 BGB. However, in all cases we shall also be entitled to bring an action at the place of performance of the delivery obligation in accordance with these GTCS or an overriding individual agreement or at the Buyer's general place of jurisdiction. Overriding statutory provisions, in particular regarding exclusive jurisdiction, shall remain unaffected.