

GENERAL TERMS AND CONDITIONS (GTC)

of AC Motoren GmbH and its subsidiaries for sales via the online shop and for other sales, deliveries, or services

As of: September 1, 2025

Part A of these GTC – Special provisions for the B2B online shop:

a) Scope

These provisions apply specifically to all purchase contracts concluded by entrepreneurs within the meaning of § 14 of the German Civil Code (BGB) via the online shop of AC Motoren GmbH and, in the case of natural persons acting in the exercise of a commercial or self-employed professional activity, who have reached the age of 18 (hereinafter referred to as "Customer"). The conclusion of a contract with consumers is therefore excluded. Our offers, the Customer's purchases via the online shop, and our deliveries are made exclusively on this basis. In addition, the remaining provisions of our General Terms and Conditions in Part B apply. We therefore hereby object to the inclusion of our Customer's general terms and conditions.

b) Contractual partner

The purchase contract is concluded with AC Motoren GmbH, legally represented by Timo Klusmann, Einsteinstraße 17, 64859 Eppertshausen, Commercial Register: Darmstadt Local Court, HRB 92769.

c) Conclusion of contract

- c.1 The presentation of products in the online shop does not constitute a legally binding offer, but an invitation only to place an order.
- c.2 By clicking on the "Buy now" button and clicking on the confirmation of acceptance of our GTC, the Customer places a binding order for the products listed on the order page and selected by the Customer (hereinafter referred to as "Goods"). The purchase contract is only concluded when we accept this order by sending an order confirmation by email after receipt of this order (hereinafter referred to as "Contract"). The mere confirmation of the order only acknowledges receipt and does not replace the order confirmation.

d) Prices and shipping costs

- d.1 All prices are net plus statutory value-added tax.
- d.2 In addition to the prices stated, we charge packaging and shipping costs for delivery in accordance with these GTC. These are clearly stated again in the shopping cart system and on the order page.

e) Delivery

- e.1 Delivery is made throughout Europe using shipping service providers selected by us. Deliveries outside Europe cannot be made via the online shop.
- e.2 The delivery time within Germany is usually 2-3 days for goods in stock. Delivery times outside Germany are specified in the order confirmation. The delivery period begins for advance payments on the day after the payment order is issued to the transferring bank or, for other payment methods, on the day after the contract is concluded and ends with the expiry of the last day of the period. If the last day of the period falls on a Saturday, Sunday, or a public holiday recognized by the country of delivery, the next working day shall take the place of such a day.
We will indicate any deviating delivery times on the respective product page.

f) Payment

- f.1 Payment shall be made in advance or on account in accordance with the respective payment method selected by us at the latest in the order confirmation.
- f.2 If you choose to pay in advance, we will provide our bank details in the order confirmation and deliver the Goods after receipt of payment.

Part B of these GTC - In all other respects, the following terms and conditions of sales, delivery, and services shall apply:

1. Scope of application, Form requirements

- 1.1 These GTC apply to all our business relationships with customers ("Customer(s)") to whom we (hereinafter also referred to as "AC Motoren") submit offers or from whom we receive orders and to whom we deliver products or provide services (hereinafter also referred to as "Delivery(ies)"/"Service(s)" or "Goods"). It applies only to customers who are entrepreneurs (§ 14 of the German Civil Code (BGB)), a legal entity under public law or a special fund under public law within the meaning of § 310 (1) of the German Civil Code (BGB).
- 1.2 Our GTC 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 in writing. This requirement of consent shall also apply if the customer refers to its GTC in the order and we have not expressly objected to them.
- 1.3 It is irrelevant for the validity of these GTC whether we manufacture the Goods ourselves or purchase them from suppliers (§§ 433, 650 of the German Civil Code (BGB)). These GTC shall be deemed to have been fully accepted by the Customer upon the legally binding conclusion of the order, at the latest upon acceptance by the Customer of the Delivery/Service provided by AC Motoren.
- 1.4 These GTC also apply to similar future orders without us having to refer to them again in each individual case.
- 1.5 Even if we participate in the Customer's electronic platforms and activate selection fields that are system-related, this does not constitute legally binding acceptance of the Customer's general terms and conditions.
- 1.6 Insofar as individual agreements with the Customer (including collateral agreements, supplements, and amendments) have been made in writing in individual cases or information deviating from these GTC is contained in our order confirmation, these shall take precedence over these GTC.
- 1.7 All declarations and notifications from either party must be made in writing (email, fax, EDI) to be legally valid, unless the written form (i.e., handwritten signature) is expressly required by these GTC or by mandatory law.

2. Offer and conclusion of contract, Documents, Risk of use, Confidentiality

- 2.1 Our offers are subject to change and non-binding. This also applies if we have provided the Customer with catalogs, technical documentation (e.g., drawings, plans, calculations, references to DIN standards), or other product descriptions or documents (including in electronic form). We reserve ownership rights and copyrights to all documents and information provided to the Customer; this also applies if the customer bears part of the costs for such items.
- 2.2 The Customer's order of Goods constitutes a non-binding contractual offer in accordance with § 145 of the German Civil Code (BGB). Unless otherwise stated in the order, we are entitled to accept this contractual offer within a reasonable period of time, which is usually two weeks, after it has been received by us.
A legally binding contract is therefore only concluded upon acceptance of the Customer's contractual offer (hereinafter referred to as "Contract Conclusion/Contract"); this acceptance can be declared either by an order confirmation or conclusively by delivery of the Goods to the Customer. In the event that we do not accept the Customer's contractual offer within the above-mentioned period, any documents sent to the Customer must be returned to us immediately.
- 2.3 The Customer is responsible for the accuracy and completeness of the information provided in its order; this applies in particular to information on specifications, classifications, and applicable standards, as well as information relating to requirements for the Goods in specific geographical areas of approval.
- 2.4 Information about the Goods or our services in brochures, leaflets, catalogs, product information, electronic media, in particular regarding quality, durability, and possible uses, and other advertising measures are based on our general experience and knowledge and are only indicative and do not

constitute guarantees, unless such information is expressly designated as a guarantee in writing; This also applies to other information that we provide regarding the scope of use and performance.

- 2.5 Neither the above information nor any expressly agreed performance characteristics or intended uses shall release the Customer from testing the suitability of the Goods for the intended purpose.
- 2.6 Any cancellation, i.e., withdrawal, termination, or rescission of a Contract, whether in part or in full, is excluded unless expressly provided otherwise in these GTC or unless mandatory provisions of applicable law provide for this and are relevant.
- 2.7 The Customer is obliged to treat all non-public information, in particular specifications, drawings, templates, models, tools, documents, software, and other data carriers that it receives from us or from third parties on our instructions as confidential, not to use it for any purpose other than that associated with its disclosure, and not to pass it on to third parties or reproduce it. The Customer is also prohibited from using this data and the contents of the Contract for the analysis or training of artificial intelligence (AI) models, regardless of whether these are its own or third-party models, for the purpose of training or developing AI.

The Customer is obliged to impose this obligation on any third parties it involves, regardless of their legal relationship with the Customer, and to provide us with written proof of this upon request.

Confidential information also includes information that the Customer obtains through observation, examination, dismantling, or testing of a sample, model, or prototype provided by us for the purpose of the Contract; if this information is not yet available on the free market, the Customer shall not examine it through reverse engineering or similar activities.

The obligation to maintain confidentiality shall continue beyond the termination of the business relationship.

3. Prices, Invoicing, Payment terms

- 3.1 Unless otherwise agreed in writing or in the Contract in individual cases, our prices valid at the time of conclusion of the Contract shall apply, excluding the applicable statutory value-added tax, ex AC Motoren's head office. The costs of packaging shall be invoiced separately; the calculation shall be based on the weights, dimensions, and quantities determined at the time of shipment or delivery.
- 3.2 The prices agreed or used as a basis for a Contract or ongoing Contracts do not automatically apply to further or new orders from the same Customer
- 3.3 If there are more than four (4) months between the conclusion of the Contract and the agreed delivery date for reasons beyond our control, we shall be entitled, in the event of unforeseen significant increases in the manufacturing or processing costs on which the calculation was based at the time of conclusion of the Contract (e.g., raw material/material, energy, and personnel costs, transport costs and public charges), we shall be entitled to adjust the prices for Deliveries or Services not yet performed accordingly and in a reasonable manner without requiring the Customer's consent. If we exercise this right of adjustment, the Customer shall be notified of this before the Contract is executed. In this case, the Customer shall have the right to withdraw from the part of the Contract not yet fulfilled to the extent affected by this, which it must declare to us in writing within seven (7) days of receipt of the price adjustment notification if the Customer wishes to exercise this right; during this period, we shall not be in default of delivery.
- 3.4 We reserve the right to demand an adjustment even for prices agreed in framework agreements during the term if, after conclusion of the Contract, there is a demonstrable and unforeseeable increase in costs for materials, transport, or personnel which is necessary due to the increased costs and is in reasonable proportion to the actual additional costs.

The price increase request shall be communicated to the Customer in writing within a reasonable period of time before the intended effective date and must be justified in detail (including a list of the increased cost items and the calculation of the price increase). The increases must be in reasonable proportion to the actual cost increases.
- 3.5 In the case of a shipment sale, unless otherwise stipulated in the agreed INCOTERM, the Customer shall bear the transport costs from AC Motoren's principal place of business and the costs of any transport insurance requested by the Customer. Any customs duties, fees, taxes, and other public charges shall be borne by the Customer, unless otherwise stipulated in the respectively agreed INCOTERM. The Customer shall provide us with the tax documents (e.g., confirmation of arrival) that we require in accordance with the applicable legal provisions to prove VAT exemption for cross-border deliveries. In the event of non-compliance, the Customer shall owe us the VAT and interest amount assessed against us, whereby we reserve the right to claim further damages.

- 3.6 The Customer is responsible for checking the invoice immediately. Payment must be made exclusively to the account specified on our invoice in the currency stated therein. The deduction of discounts and rebates is only permitted if specifically agreed in writing. Payments must be made in such a way that they are credited to our account on the due date at the latest. Any bank charges, transfer or transaction costs shall be borne by the Customer. Payments shall be made free of charge to AC Motoren.
- 3.7 Unless otherwise agreed, the invoice amount is due immediately. Advance payments and partial payments made by the Customer shall not bear interest. Even within the framework of an ongoing business relationship, we are entitled at any time, without stating reasons, to make a delivery in whole or in part only against advance payment, provided that no payment terms have been expressly agreed and we declare this at the latest with the order confirmation.
- 3.8 The Customer shall be in default if the agreed payment deadline expires, otherwise in the event of non-performance despite a reminder. During the period of default, the outstanding amount owed shall bear interest at the applicable statutory default interest rate pursuant to §288 (2) of the German Civil Code (BGB) at a rate of nine (9) percentage points above the respective base interest rate from the due date, plus a flat-rate default fee of EUR 40. We reserve the right to assert further claims for damages caused by default. If the Customer is in default of payment, we shall also be entitled to withhold deliveries or services that have not yet been performed.
- 3.9 If, after conclusion of the Contract, it is foreseeable that our claim to payment of the purchase price is at risk due to the Customer's inability to pay (e.g., due to an application for the opening of insolvency proceedings or similar proceedings) or if there are other justified doubts about the Customer's solvency or creditworthiness, we shall be entitled to refuse performance and demand payment on a delivery versus payment basis or demand securities; after setting a deadline without success, we shall also be entitled to withdraw from the affected part of the Contract (§ 321 of the German Civil Code (BGB)).

4. Rights of retention and Set-off, Prohibition of assignment

- 4.1 The customer shall only be entitled to set-off or retention rights in the event and to the extent that its counterclaim has been legally established or accepted by us. The above restriction shall not apply in the case of non-objectionable, due defect rectifications claims of the Customer against us arising from the same contractual relationship. In the event of defects, however, the customer shall only be entitled to a right of retention in reasonable proportion to the defects and the anticipated costs of subsequent performance. Furthermore, the Customer shall only be entitled to exercise a right of retention insofar as its counterclaim is based on the same contractual relationship.
- 4.2 The Customer may only assign, pledge or otherwise dispose of claims or other rights to which they are entitled against us, regardless of the legal basis, with our written consent.

5. Delivery period and Delay in delivery, Partial deliveries/partial performance, Force majeure, Default

- 5.1 The delivery period shall be agreed individually and specified as an estimated period in our order confirmation. Delivery periods only commence upon conclusion of the Contract or, in the case of agreed advance payment, upon receipt of payment. Dates and deadlines shall only be binding if they have been expressly designated or confirmed by us as such.
- 5.2 We do not assume any procurement risk; even a delivery date confirmed by us is subject to correct, complete, and timely delivery to us, provided that we have arranged for this in a timely and sufficient manner.
- 5.3 Compliance with delivery periods also requires that the customer fulfills all obligations to cooperate in a timely manner, in particular the timely transmission of the documents, plans, approvals, or releases required by us, as well as the timely payment of agreed amounts. If these conditions are not met in a timely manner, the delivery periods shall be extended appropriately, provided that we are not responsible for the delay.
- 5.4 A delivery or performance period shall be deemed to have been met if, by the end of the deadline, the delivery has left our principal place of business (in the case of a shipment sale), or if we have notified the Customer that the Goods are ready for collection or that we are ready to perform, regardless of whether this is regulated differently in the respectively agreed INCOTERM.
- 5.5 We are entitled to make partial deliveries/provide partial services to an extent reasonable for the Customer. These shall be deemed independent deliveries/services.
- 5.6 Circumstances and events beyond our control and outside our sphere of influence, such as strikes, lockouts, war, cyber attacks, the effects of natural forces, epidemics, currency or trade restrictions, embargoes/sanctions, export/import bans, official orders or legal changes, as well as other external,

unavoidable extraordinary events (hereinafter referred to as "Force Majeure") that prevent or significantly impede Delivery or Contract performance, shall release us from our delivery and performance obligations for the duration of their effects and no claims against us may be derived therefrom. This also applies if only our suppliers are affected by Force Majeure, in the event of subcontractor insolvency or if we were already in default.

In the event of Force Majeure, we shall immediately notify the Customer of the occurrence, its expected duration, and the cessation of the Force Majeure. AC Motoren shall use its best efforts to limit the effects of Force Majeure as far as possible. The contracting parties undertake to adapt the Contract to the changed circumstances in good faith. If Force Majeure ceases to exist, we shall remain entitled to perform the Delivery or Service with a reasonable start-up period. If, during the event of Force Majeure, the quantities of Goods available to us are not sufficient to fulfill our obligations to all customers, we shall be entitled to make equal reductions in the delivery and service obligations of all our customers affected by this; furthermore, we shall be released from our delivery and service obligations during the continuing Force Majeure and no claims against us may be derived from the reduction.

- 5.7 In all other respects, the statutory provisions of § 286 of the German Civil Code (BGB) shall determine whether a delay in delivery has occurred.
- 5.8 At our request, in the case of a fixed-date transaction within the meaning of § 376 of the German Commercial Code (HGB), the Customer is obliged to declare within a reasonable period of time whether it withdraws from the Contract due to the delay in delivery or continues to insist on delivery.
- 5.9 Further legal rights of both the Customer and ourselves pursuant to § 235 of the German Civil Code (BGB) in the event of subjective or objective impossibility, as well as the right to refuse performance in the event of unreasonableness in accordance with the relevant legal requirements, remain unaffected.

6. Delivery/performance, Transfer of risk, Acceptance, Default of acceptance

- 6.1 Delivery shall be made from the principal place of business of AC Motoren. This shall also be the place of performance for the delivery and the place for any subsequent performance. In the event that nothing has been agreed in the Contract, we may determine the type of shipment (packaging, shipping route, transport company) ourselves.
- 6.2 Upon handover of the Goods to the Customer, the risk of accidental loss and accidental deterioration shall pass to the Customer. In the case of a shipment sale, the risk of accidental loss of the Goods, accidental deterioration of the Goods, and the risk of delay shall pass to the Customer upon handover of the Goods to the forwarding agent or carrier. In the event of a contractual agreement about an acceptance of the Goods, this shall be decisive for the transfer of risk. Further statutory provisions of the law on contracts for work and services remain unaffected. The handover or acceptance of the Goods shall be deemed to have taken place as soon as the Customer is in default of acceptance.
- 6.3 In the event that the Customer is in default of acceptance, we shall be entitled to demand compensation from the Customer for any additional expenses (e.g., storage costs). In the event of a default of acceptance of more than one month, we reserve the right to charge the Customer an additional flat rate of EUR 5.00 per calendar day or part thereof from the date of the default of acceptance, unless the Customer can prove that the damage was lower or that the delay was not attributable to it. Further claims for damages remain unaffected, whereby any lump sum received shall then be offset against such claims. After the fruitless expiry of a reasonable grace period or if the Customer definitively refuses acceptance, we shall also be entitled to withdraw from the Contract to the extent affected.
- 6.4 The Customer is not entitled to refuse acceptance of the delivery due to insignificant defects. An insignificant defect is deemed to exist in particular if the contractual or intended use of the Goods is not impaired.
- 6.5 In the case of a Contract for customer-specific products (special designs), additional or reduced performance of up to ten (10) percent of the order quantity shall be deemed to be in accordance with the Contract.
- 6.6 If, in the case of framework agreements with our Customer that are concluded either by means of a framework contract or a framework order confirmation, certain validity periods are assigned to the Goods in question (usually 12 months in each case), the call-offs must be made within this period and all quantities of Goods underlying the framework agreement must also be accepted by the Customer by the end of this period. Otherwise, we reserve the right to invoice the differences. Extensions require our written consent. For the sake of clarity, it is hereby stated that such call-off orders from the Customer also require our acceptance in accordance with Section 2.2 of these GTC.

- 6.7 If standard software or firmware is provided with the delivered Goods, the Customer shall receive a non-exclusive, non-transferable right to use the software in accordance with the Contract or its intended purpose in unmodified form on the devices intended for this purpose. The Customer is entitled to make a backup copy if this is necessary for backup purposes within the scope of this permitted future use and must clearly mark the backup copy with the words "backup copy" and a copyright notice.

7. Retention of title

- 7.1 We retain title to the delivered Goods until all our current and future claims arising from the Contract and an ongoing business relationship (secured claims) have been paid in full.
- 7.2 Until full payment of the secured claims has been made, the Goods subject to retention of title may not be pledged to third parties or transferred as security. The Customer must notify us immediately in writing if an application for the opening of insolvency proceedings is filed or if third parties (e.g., garnishments) seize the Goods belonging to us. If the third party is unable to reimburse us for the court and out-of-court costs of a lawsuit in accordance with § 771 of the German Code of Civil Procedure (ZPO), the Customer shall be liable for the loss incurred by us.
- 7.3 In the event of a breach of Contract by the Customer, in particular 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 our retention of title. The demand for return shall not simultaneously constitute a declaration of withdrawal; rather, we shall be entitled to demand only the return of the Goods and to reserve the right to withdraw from the Contract. In the event that the Customer fails to pay the purchase price due, we must have set the Customer a reasonable deadline for payment without success before asserting these rights. This shall only apply if such a deadline is not dispensable under the statutory provisions.
- 7.4 Until revoked in accordance with Section 7.4.c of these GTC, the Customer 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 products of our Goods resulting from combination, mixing, or processing are subject to retention of title at their full value, whereby we are considered the manufacturer. In the event that the ownership rights of third parties remain in force in the event of combination, mixing, or processing with the Goods, we shall acquire co-ownership in proportion to the invoice values of the combined, mixed, or processed goods. In all other respects, the same shall apply to the resulting product as to the Goods delivered under retention of title. The Customer also assigns to us, for security purposes, any claims against third parties arising from the combination of the Goods subject to retention of title with real property. In this case, we accept the assignment.
 - b) The Customer hereby assigns to us, for security purposes, all claims against third parties arising from the resale of the Goods or the product, either in full or in the amount of our possible co-ownership share in accordance with Section 7.4.a of these GTC, in the amount of the final invoice amount agreed with us (including value-added tax). We accept the assignment. The customer's obligations listed in Section 7.2 of these GTC shall also apply with regard to the assigned claims.
 - c) The Customer remains authorized to collect the claim alongside us. As long as the Customer meets its payment obligations to us, there is no deficiency in the Customer's ability to pay and we do not assert our retention of title by exercising a right in accordance with Section 7.3 of these GTC, we undertake not to collect the claim. If we assert a right in accordance with Section 7.3 of these GTC, we may demand that the Customer disclose the assigned claims and their debtors, provide all information necessary for collection, hand over the relevant documents, and notify the debtors (third parties) of the assignment. In addition, we shall be entitled to revoke the Customer's right to resell and process the Goods subject to retention of title.
 - d) In the event that the realizable value of the securities exceeds our claims by more than 20%, we shall release securities of our choice at the Customer's request.
- 7.5 The Customer is obliged to treat the purchased item with care until ownership has been transferred to him. In particular, the Customer is obliged to insure it at his own expense against theft, fire, and water damage at replacement value (note: only permissible for the sale of high-value Goods). If maintenance and inspection work has to be carried out, the Customer must do so in good time at his own expense.

8. Provided materials, Third-party parts/Directed Supply

8.1 If the Customer provides us with materials, including components or finished products, or has them provided to us (hereinafter also referred to as "Provided Materials") for the purpose of production or Contract fulfillment, this shall be at the Customer's risk and expense, i.e. we assume no warranty or liability for the effects of the Provided Materials on the Goods or end products or on delivery dates, except in the case of manufacturing or processing errors attributable to us. We shall only check Provided Materials for visually recognizable damage. If we incur additional costs or expenses due to Provided Materials, such as delivery delays caused by Provided Materials, the Customer shall reimburse us for these.

8.2 If the Customer selects a subcontractor and requests that we procure the materials required for production or Contract performance, including components or finished products, from a third-party subcontractor named by the Customer under the terms agreed between the Customer and the respective subcontractor (hereinafter referred to as "Third-party supplier" or "Third-party parts"), and the Third-party supplier or Third-party parts cause an interruption in our production and/or delivery process (hereinafter collectively referred to as "Production/Delivery interruption") due to defects, delayed delivery or non-delivery, we shall be released from our delivery obligation to the Customer for the duration of this Production/Delivery interruption to the same extent and no claims can be derived against us as a result.

Our warranty and/or liability with regard to Third-party parts is limited to the warranty and liability assumed by the Third-party supplier towards us, but in no case shall it exceed the agreements between the Customer and the third-party supplier, which shall be assigned to us for this purpose upon request. We may also fulfill our warranty and/or liability obligations to the Customer without recourse to the Third-party supplier by assigning our warranty and/or liability claims against the Third-party supplier to the Customer.

8.3 The Customer shall indemnify us upon first request against all claims based on the fact that Provided Materials or Third-party parts infringe or contribute to an infringement of industrial property rights or copyrights of third parties and/or, as components of our Goods or Services, have caused danger to life and limb or damage to persons or property.

9. Warranty, Material defects, Claims for defects by the Customer

9.1 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 in the following clauses of Section 9 to 12 of these GTC. This shall not affect the Customer's rights arising from any separate guarantees issued by us, which must be in writing and expressly designated as guarantees in order to be legally valid.

9.2 The absence from material defects of our deliveries and services shall be assessed, even if a Contract is performed by means of several deliveries or services, exclusively in accordance with the agreements expressly made regarding the properties/qualities, i.e. the agreed specifications. The Goods are in accordance with the Contract if they were in accordance with the specifications at the time of transfer of risk or acceptance; other or additional performance characteristics as well as objective or subjective requirements are not owed. If no specifications have been agreed, the objective requirements of § 434 (3) of the German Civil Code (BGB) shall be used to assess whether a defect exists.

9.3 A warranty for a specific purpose or a specific suitability, a period of use or durability after transfer of risk shall only be assumed to the extent that this has been expressly agreed with us in writing. Public or advertising statements made by us or third parties do not constitute binding statements of quality regarding our goods. For Goods with digital elements or other digital content, it should be noted that we are only obliged to provide and update the digital content if this is expressly stated in a quality agreement in accordance with Section 9.2 above.

9.4 We accept no liability for public statements made by the manufacturer or other third parties.

9.5 We shall not be liable for defects which the Customer is aware of or is grossly negligent in not being aware of at the time of conclusion of the Contract in accordance with § 442 of the German Civil Code (BGB), unless the defect was fraudulently concealed by us.

9.6 The Customer shall only be entitled to claims for material defects if the Customer has fulfilled its statutory obligations to inspect and notify (§§ 377, 381 of the German Commercial Code (HGB)), unless the defect was fraudulently concealed by us. If the Goods are building materials or other Goods intended for installation or further processing, an inspection must be carried out in any case before processing. Notification ("Notification of defects") must always be made to us immediately as soon as a defect becomes apparent during delivery, inspection or at a later point in time.

Obvious defects must be reported within ten (10) days of handover (transfer of risk) at the latest, and defects that are already apparent during the incoming parts inspection must be reported within five (5) days of discovery at the latest. If the Customer fails to comply with the above obligations, the Goods shall be deemed approved, resulting in the loss of their warranty claims in this regard. The Customer must report transport damage to the carrier or the person otherwise responsible for transport in writing without delay. The damage must be noted on the consignment note, the shipping order, or the delivery note and signed by the driver making the delivery; alternatively, a damage report must be drawn up.

9.7 A Notification of defects in a delivery or service does not entitle the Customer to reject further deliveries or services from the same or another Contract and does not release the Customer from the obligation to issue a new notice of defects in the event of a repeated defect.

9.8 Negotiations regarding Notification of defects or our cooperation in measures to investigate or determine the cause of the defect shall be without prejudice, i.e., we shall neither waive any defenses or objections nor acknowledge the defect.

9.9 In the event of a Notification of defects, we shall be given the opportunity to examine the complaint within a reasonable time frame.

9.10 If the warranty claim is justified, we shall be entitled to choose, at our discretion and taking into account the interests of the Customer in each individual case, whether we will provide subsequent performance by remedying the defect free of charge (rectification) or by delivering defect-free Goods free of charge (replacement). If the type of subsequent performance chosen by us is unreasonable for the Customer in individual cases, the Customer may refuse it. However, we reserve the right to refuse subsequent performance under the statutory conditions. The Customer is entitled to retain a portion of the invoice amount commensurate with the defect.

9.11 The Customer shall grant us the necessary time and opportunity to perform the subsequent performance. In particular, the Customer shall hand over the Goods for which he has asserted a defect to us for inspection. In the event that we carry out a free subsequent delivery of Goods free of defects, the Customer shall return the defective Goods to us in accordance with the statutory provisions.

9.12 Unless we have contractually agreed to do so, subsequent performance shall not include the removal, dismantling, or uninstallation of the defective item, nor the installation, fitting, or assembly of a non-defective item. This shall not affect the Customer's claims for reimbursement of so-called "installation and removal costs" in accordance with Section 9.13 of these GTC.

9.13 We shall reimburse the Customer for any additional expenses incurred as a result of the defect which are necessary for inspection purposes and for subsequent performance, such as transport, labor, and material costs, as well as any removal and installation costs, in accordance with § 439 (1) and (2) of the German Civil Code (BGB), insofar as the warranty claim is justified. These costs must be itemized in a verifiable manner and must be reasonable within the scope of normal industry practice. In this respect, the Customer is responsible for acting in a cost-conscious manner. The so-called "eh-da" or "sowieso" costs, i.e., those that would have been incurred during normal operation anyway, are not reimbursable in this respect.

9.14 We may demand reimbursement from the Customer for any additional costs incurred by us as a result of an unjustified request to remedy a defect if the Customer knew or could have recognized that no defect actually existed.

9.15 The warranty period is 12 months. Notifications of defects do not suspend the warranty period.

9.16 We shall not be liable for damage caused by improper storage, incorrect operation, excessive strain, natural wear and tear, unsuitable use, improper use, or damage caused by interference, repairs, or modifications to the Goods by the Customer or a third party not expressly authorized by us, or otherwise caused by external influences.

9.17 The Customer has the right, taking into account their statutory obligations to mitigate damages, to remedy the defect themselves and to demand reimbursement of the objectively necessary expenses incurred for this purpose to the extent customary in the industry if and to the extent that an urgent case exists (e.g., in the event of danger to operational safety or to prevent disproportionate damage). In the event of self-repair, the Customer must inform us immediately in advance and, if reasonable in individual cases due to the urgency, give us the opportunity to immediately commission a third party. In the event that we would be entitled to refuse subsequent performance, the Customer shall not be entitled to self-repair.

9.18 If the subsequent performance fails or we refuse it or if it is delayed for reasons not attributable to the Customer, the Customer may, after the expiry of a reasonable period and insofar as further attempts at subsequent performance are unreasonable for him, withdraw from the Contract to the extent affected or reduce the purchase price or demand compensation in lieu of performance; However, the latter shall not apply if we are not responsible for the defect. If

the defect is not significant or if the Goods have already been sold, processed, or redesigned, the Customer shall not be entitled to withdraw from the Contract. Subsequent performance shall be deemed to have failed after the second unsuccessful attempt.

- 9.19 Claims by the buyer for reimbursement of expenses pursuant to §445a (1) of the German Civil Code (BGB) are excluded, unless the last contract in the supply chain is a consumer goods purchase (§§478, 474 of the German Civil Code (BGB)) or a consumer contract for the provision of digital products (§ 445c sentence 2, 327 (5), 327u of the German Civil Code (BGB)).
- 9.20 Any further liability, including for damages arising from defects, shall be governed by Section 12 of these GTC.

10. Legal defects, Third-party rights, Industrial property rights

- 10.1 Unless expressly agreed otherwise, we guarantee within the scope and in accordance with our warranty liability under Section 9 of these GTC that the Goods are free from third-party rights at the time of transfer of risk and that the Goods do not infringe any valid, published industrial property rights or copyrights of third parties when used in accordance with the Contract or intended use in the country of the agreed place of delivery. If, despite this, justified claims by third parties are asserted against the Customer due to the infringement of such rights through the use of the Goods in accordance with the Contract or their intended purpose, we shall, at our discretion and at our own expense, either obtain a corresponding right of use, modify the delivery so that no rights are infringed, or make a replacement delivery.
- 10.2 If we are prohibited from manufacturing or processing or delivering by a third party on the basis of a property right to which it is entitled, we shall be entitled, unless we are responsible for the infringement of the property right, to suspend the work or deliveries until the legal situation has been clarified by the Customer and the third party. If the delay makes it unreasonable for us to continue the Contract, we shall be entitled to withdraw from the Contract that has not yet been fulfilled.
- 10.3 The Customer is obliged to inform us immediately of any claims asserted by third parties, not to recognize any rights, and to leave the exclusive conduct of the dispute and legal defense to us upon request. The Customer undertakes to grant us the powers of attorney and authorizations necessary for the conduct of the dispute and to assign any counterclaims.
- 10.4 Claims by the Customer are excluded if he is responsible for the infringement of property rights or copyrights or if has manufactured the Goods according to drawings, models or other descriptions or information provided by the Customer and we did not know or should not have known in this context that this would infringe the property rights or copyrights of third parties. In this case, the Customer shall be liable for any infringements of property rights or copyrights that have already occurred or will occur. In this case, the Customer is obliged to inform us immediately of any possible or alleged infringements of property rights or copyrights of which they become aware and to indemnify us against any third-party claims and all costs and expenses incurred, including the costs of legal defense or defense against claims.

11. Limitation

- 11.1 Notwithstanding § 438 (1) No. 3 of the German Civil Code (BGB), the general limitation period for claims, including those resulting from material defects or defects of title, is one year from delivery, i.e. transfer of risk (see also Section 9.4 of these GTC). In the event that acceptance has been contractually agreed, the limitation period shall commence upon acceptance.
- 11.2 However, the limitation period pursuant to Section 11.1 of these GTC shall not apply to (i) culpably caused claims for damages as a result of defects in the Goods or Services, provided that the claim for subsequent performance was asserted within the aforementioned one-year limitation period, (ii) injury to life, limb, or health, (iii) damage caused by gross negligence or intent, (iv) fraudulent concealment of the defect, (v) defects in the Goods which have been used for a building in accordance with their contractual use and which have caused its defectiveness, or (vi) if the defect exists in a right in rem of a third party on the basis of which the goods can be demanded to be returned, or in any other right which is entered in the land register.
- 11.3 In the case of the above exceptions, the applicable statutory limitation periods shall apply.

12. Other liability, Limitations of liability

- 12.1 Our liability for damages is – subject to the provisions of Section 12 of these GTC – limited to intent and gross negligence, regardless of the legal basis.
- 12.2 The above limitation of liability to intent and gross negligence does not apply to damages resulting from the breach of so-called essential contractual obligations, i.e., obligations whose fulfillment is essential for the proper execution of the Contract and on whose fulfillment the Customer may regularly rely, such as the delivery of Goods free of defects, as well as for injury

to life, limb, and/or health. In the event of a breach of essential contractual obligations, liability shall be limited to the damage foreseeable for the type of Goods, typical for the Contract and the industry.

- 12.3 Liability under mandatory product liability provisions shall remain unaffected by the above provisions; in this respect, the principles of § 254 of the German Civil Code (BGB) shall apply to the internal relationship between the Customer and us.
- 12.4 Recourse claims and claims for damages by the Customer against us shall always be limited to the extent required by law, i.e., if the Customer has made agreements with its own customers that go beyond this, this cannot be passed on to us to the extent that it exceeds this.
- 12.5 Otherwise, our liability is excluded; this also includes lost profits, intangible damages, and damages resulting from business interruption, unless there is intent.
- 12.6 When determining the amount of claims for damages, including statutory recourse claims, any contributory negligence and/or (concurrent) fault on the part of the other party to the Contract shall be taken into account appropriately in the relationship between us and the Customer, as shall any particularly unfavorable installation situation of the Goods.
- 12.7 Insofar as liability is excluded or limited on the basis of the above provisions of this Section 12, this shall also apply to the personal liability of our employees, representatives, and vicarious agents.

13. Return and disposal of packaging

- 13.1 Notwithstanding the statutory provisions of the Packaging Act (VerpackG), it is hereby agreed that the Customer shall dispose of the packaging received from us at its own expense and in accordance with waste management regulations. If we have expressly agreed with the Customer in individual cases that we will dispose of the packaging properly, the Customer is obliged to return the packaging to us and bear the transport costs.
- 13.2 The Customer is advised that it is their responsibility to comply with the applicable provisions of the Packaging Act (VerpackG) when disposing of packaging.
- 13.3 We follow the principle of minimizing packaging material and using only environmentally friendly materials. The use of reusable packaging is subject to a separate, express written agreement with the Customer; this also applies to customer-specific packaging requirements.

14. Trade restrictions, Reservation of performance, Export control

- 14.1 The fulfillment of the Contract is subject to the proviso that no national or international foreign trade regulations, embargoes, or other sanctions prevent this.
- 14.2 The Customer shall provide information and documents required for export, transfer, or import, including in the event of any transfer of the Goods associated with export, transfer, or import. We are entitled to request so-called end-use documents from the Customer in order to be able to verify the end use and intended purpose.
- 14.3 Insofar as the Goods or Services to be provided fall under the EU Regulation (EU) No. 833/2014 on the embargo on Russia and are not delivered or provided in an EU member state or an EU partner country, the Customer is prohibited from re-exporting them to Russia or other third countries for use in Russia and shall oblige its customers to do the same.
- 14.4 The Customer shall be fully liable for any costs and damages incurred by us as a result of the Customer's failure to comply with the obligations under this Section 14 and shall indemnify us against all claims and costs arising from any corresponding breach of law by the Customer, its affiliated companies or employees, representatives or vicarious agents, including reasonable attorney's and consultant's fees or administrative fees or fines. Furthermore, violations may constitute good cause for extraordinary termination or withdrawal from the Contract and may lead to the termination of the business relationship with the Customer.

15. Choice of law and place of jurisdiction, Severability clause, Multilingual versions

- 15.1 These GTC and all legal relationships, including questions of their validity, between us and the Customer shall be governed by the laws of the Federal Republic of Germany, excluding international uniform law, in particular the UN Convention on Contracts for the International Sale of Goods.
- 15.2 The court responsible for our principal place of business is the exclusive and international place of jurisdiction for all disputes arising directly or indirectly from or in connection with these GTC and the business relationship.
- 15.3 We are also entitled to bring an action at the place of performance of the delivery obligation in accordance with these GTC or a prior individual

agreement or at the Customer's general place of jurisdiction. This does not affect any overriding statutory provisions (exclusive places of jurisdiction).

- 15.4 If the Customer is based outside Germany, both we and the Customer are entitled to have all disputes arising from or in connection with the business relationship, including the validity of contracts, finally settled by arbitration in accordance with the arbitration rules of the German Institution of Arbitration (DIS) to the exclusion of the ordinary courts of law. The place of arbitration shall be Frankfurt am Main, Germany. The arbitration proceedings shall be conducted in German, unless requires English as the language of the proceedings. The right to seek interim legal protection remains unaffected by the above arbitration clause. The place of jurisdiction shall be governed by Sections 15.2/15.3 of these GTC.
- 15.5 Insofar as the contract or these GTC contain loopholes, the legally effective provisions of applicable law (see Section 15.1 of these GTC) shall be deemed to have been agreed to fill these loopholes, which the contracting parties would have agreed upon in accordance with the economic objectives of the contract and the purpose of these GTC if they had been aware of the loophole.
- 15.6 Should any provision of the Contract or these GTC be or become invalid or unenforceable in whole or in part, the validity of the remaining provisions shall remain unaffected. This shall not apply if adherence to the Contract would constitute an unreasonable hardship for one of the contracting parties.
- 15.7 Even if we provide these GTC in different languages, the German version shall be authoritative in the event of any doubts regarding interpretation or meaning.