General Terms and Conditions of Sale of the Wasiak Group

Sales, Delivery, and Payment Terms (GTC)

Version 01.01.2024

1. Scope, Form:

1.1 These General Terms and Conditions of Sale (GTC) apply to all our business relationships with our customers ("Buyers"). The General Terms and Conditions of Sale apply only if the Buyer is an entrepreneur (§ 14 BGB), a legal entity under public law, or a special fund under public law within the meaning of § 310 paragraph 1 BGB.

1.2 Our General Terms and Conditions of Sale apply exclusively. Deviating, conflicting, or supplementary General Terms and Conditions of the Buyer shall only become part of the contract if we have expressly agreed to their validity. This requirement for consent applies even if the Buyer refers to their GTC in the context of the order and we do not expressly object to the GTC.

1.3 These General Terms and Conditions of Sale apply to contracts for the sale and/or delivery of movable goods ("Goods"). It is irrelevant whether we manufacture the goods ourselves or purchase them from suppliers (§§ 433, 650 BGB). Unless otherwise agreed, the General Terms and Conditions of Sale in the version valid at the time of the Buyer's order or in the version last communicated to them 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 as the Seller.

1.4 Individual agreements made with the Buyer in individual cases (including side agreements, additions, and amendments) and details in our order confirmation take precedence over these General Terms and Conditions of Sale. The content of such agreements shall, subject to proof to the contrary, be determined by a written contract or our written confirmation.

1.5 Legally relevant declarations and notifications by the Buyer regarding the contract (e.g., notices of defects, setting of deadlines, withdrawal, or reduction) must be made in writing, i.e., in written or text form (e.g., letter, email, fax). Further statutory formal requirements and further evidence (if applicable, in case of doubts about the legitimacy of the declarant) remain unaffected.

1.6 If references are made to the applicability of statutory provisions, it is important to note that such references are for clarification purposes only. The statutory provisions apply - even if such clarification is not made - to the extent that they are not modified or excluded by the General Terms and Conditions of Sale.

2. Offer and Conclusion of Contract

2.1 Our offers are subject to change and non-binding. This also applies if we have provided the Buyer with catalogs, technical documentation (e.g., drawings, plans, calculations, calculations, references to DIN standards), as well as other product descriptions or documents (including electronic form). We reserve ownership and copyright of all documents provided to the Buyer in connection with the order placement. These documents must not be made accessible to third parties unless we give our express written consent to the Buyer.

2.2 When the Buyer orders the goods, this constitutes a binding contractual offer. Unless otherwise indicated in the order, we are entitled to accept this contractual offer within four weeks of its receipt by us.

2.3 Acceptance can be declared either in writing (e.g., via order confirmation) or by delivering the goods to the Buyer.

3. Prices and Payment Terms

3.1 Unless otherwise agreed in writing in individual cases, our current prices at the time of contract conclusion apply ex warehouse, plus the statutory value-added tax. Packaging costs are invoiced separately. In the absence of an agreement on fixed prices, reasonable price changes due to

changes in labor, material, and distribution costs are reserved for deliveries made three months or later after the contract's conclusion.

3.2 In a sale involving the shipment of goods, the Buyer bears the transport costs from the warehouse and the costs of any transport insurance desired by the Buyer.

3.3 Payment of the purchase price is to be made exclusively to the account specified on the reverse side. A discount deduction is only permissible with a special written agreement.

3.4 Unless otherwise agreed, the purchase price is due and payable within fourteen days from the invoice date and delivery or acceptance of the goods. However, we are entitled, even within an ongoing business relationship, to make a delivery wholly or partly on prepayment at any time. We will declare such a reservation at the latest with the order confirmation.

3.5 The Buyer will be in default if the above payment period expires. We reserve the right to claim further damages due to the delay. For merchants, our claim to the commercial maturity interest under § 353 HGB remains unaffected.

3.6 The Buyer is only entitled to set-off or retention rights insofar as their claim is legally established or undisputed. In the case of defects in the delivery, the Buyer's counter-rights, especially in accordance with Clause 7, Sentence 2 of these GTC, remain unaffected.

3.7 If it becomes apparent after the conclusion of the contract that our claim to the purchase price payment is at risk due to the Buyer's lack of ability to perform (e.g., by filing for the opening of insolvency proceedings), we are entitled under statutory provisions to refuse performance and, if necessary, to withdraw from the contract after setting a deadline (§ 321 BGB). In contracts for the manufacture of non-fungible goods (custom-made items), we can immediately declare withdrawal. The statutory provisions regarding the dispensability of setting a deadline remain unaffected to that extent.

4. Delivery Period and Delay in Delivery

4.1 The delivery period is individually agreed upon or specified by us upon acceptance of the order. Delivery dates and periods requested by the customer must be specified in writing when placing the order. They are only considered binding if they are confirmed in writing by the Wasiak Group and, in this case, begin on the day of receipt of our order confirmation.

4.2 If we are unable to meet binding delivery deadlines for reasons beyond our control (unavailability of performance), we will promptly inform the Buyer and at the same time communicate the new expected delivery period. If performance remains unavailable within the new delivery period, we are entitled to withdraw from the contract in whole or in part. An instance of unavailability of performance in this sense particularly includes the failure of timely self-delivery by our supplier if we have concluded a congruent hedging transaction, neither we nor our supplier are at fault (e.g., due to force majeure), or we are not obliged to procure in the individual case.

4.3 The occurrence of our delay in delivery is determined according to statutory regulations. However, a reminder from the Buyer is required in any case.

The Buyer's rights according to Clause 9 of these General Terms and Conditions of Sale and our statutory rights, in particular, in the event of the exclusion of the obligation to perform (e.g., due to impossibility or unreasonableness of performance and/or supplementary performance), remain unaffected.

5. Delivery, Transfer of Risk, Acceptance, Default in Acceptance

5.1 Delivery is made ex warehouse, which is also the place of performance for the delivery and any supplementary performance. Upon the Buyer's request and at their expense, the goods will be shipped to another destination (sale by shipment). Unless otherwise agreed, we are entitled to determine the type of shipment (in particular, the transport company, shipping route, and packaging) ourselves.

5.2 The risk of accidental loss and accidental deterioration of the goods passes to the Buyer upon transfer of the goods to the Buyer. In the case of a sale by shipment, the risk of accidental loss, accidental deterioration, and delay passes to the Buyer upon delivery of the goods to the carrier or freight forwarder. If acceptance of the goods has been contractually agreed, this acceptance

is decisive for the transfer of risk. Furthermore, the statutory provisions of the law applicable to contracts for work and services remain unaffected. The handover or acceptance of the goods is equivalent to the Buyer being in default of acceptance.

5.3 If the Buyer is in default of acceptance, fails to perform a cooperative action, or if our delivery is delayed for other reasons attributable to the Buyer, we are entitled to demand compensation for the resulting damage, including additional expenses (e.g., storage costs).

6. Retention of Title

6.1 We retain ownership of the delivered goods until full payment of all our current and future claims arising from the purchase contract and an ongoing business relationship (secured claims).

6.2 The goods subject to retention of title may not be pledged to third parties or transferred as security before the secured claims are fully paid. The Buyer must promptly notify us in writing if an application for the opening of insolvency proceedings is filed or if there are third-party interventions (e.g., seizures) on the goods belonging to us. If the third party is unable to reimburse us for the judicial and extrajudicial costs of a lawsuit according to § 771 ZPO, the Buyer is liable for the loss incurred by us.

6.3 In the event of the Buyer acting contrary to the contract, particularly in the case of non-payment of the due purchase price, we are entitled to withdraw from the contract in accordance with the statutory provisions and/or to demand the return of the goods based on the retention of title. The demand for the return of goods does not simultaneously constitute a declaration of withdrawal; rather, we are entitled to request the return of the goods and reserve the right to withdraw. If the Buyer does not pay the due purchase price, we may only assert these rights if we have previously set a reasonable deadline for the Buyer to pay without success or if the statutory provisions dispense with the need to set such a deadline.

6.4 The Buyer is authorized, until revocation as per the following (c), to resell and/or process the goods subject to retention of title in the ordinary course of business. In this case, the following provisions also apply:

a) The products resulting from the combination, mixing, or processing of our goods are subject to the retention of title to their full value, whereby we are considered the manufacturer. If third-party ownership rights remain in force during combination, mixing, or processing with third-party goods, we acquire co-ownership in the proportion of the invoice values of the combined, mixed, or processed goods. Otherwise, the same applies to the resulting product as to the goods delivered under retention of title.

b) The Buyer already assigns to us by way of security any claims against third parties arising from the resale of the goods or products, either entirely or in the amount of our possible co-ownership share according to Clause 6.4 a), in the amount of the final invoice amount agreed with us (including VAT). We accept the assignment. The Buyer's obligations specified in Clause 6.2 also apply in consideration of the assigned claims.

c) The Buyer remains authorized to collect the claim alongside us. As long as the Buyer meets their payment obligations towards us, there are no deficiencies in their ability to perform, and we do not exercise the retention of title by asserting a right according to Clause 6.3, we undertake not to collect the claim. If we assert a right according to Clause 6.3, we may demand that the Buyer disclose the assigned claims and their debtors, provide all information required for collection, hand over the accompanying documents, and notify the debtors (third parties) of the assignment. Moreover, we are entitled to revoke the Buyer's authorization to resell the goods and their authorization to process the goods subject to retention of title.

d) If the realizable value of the securities exceeds our claims by more than 10%, we will release securities of our choice at the Buyer's request.

7. Buyer’s Claims for Defects

7.1 The rights of the Buyer in case of material and legal defects (including incorrect and short delivery as well as improper assembly/installation or inadequate instructions) are governed by the

statutory provisions unless otherwise specified below. Statutory provisions regarding consumer goods purchases (§§ 474 ff. BGB) remain unaffected.

7.2 Agreements made with the Buyer regarding the quality and intended use of the goods (including accessories and instructions) regularly form the basis of our liability for defects under warranty. If no quality has been agreed upon, it is to be determined according to § 434 paragraph 3 BGB whether a defect exists.

7.3 We are not liable for defects that the Buyer knew or grossly negligently did not know at the time of contract conclusion, according to § 442 BGB.

7.4 The Buyer's claims for defects require that he has complied with his legal inspection and notification obligations (§§ 377, 381 HGB). If a defect becomes apparent during delivery, inspection, or at any later time, the Buyer must promptly notify us in writing. In any case, obvious defects must be reported in writing within five working days of delivery, and defects not detectable during inspection must be reported within the same period after discovery. If the Buyer fails to properly inspect and/or notify us of defects, our liability for the unreported defect is excluded according to statutory provisions.

7.5 If the delivered goods are defective, we as the seller have the right at our discretion to either remedy the defect (repair) or deliver defect-free goods (replacement delivery). We reserve the right to refuse supplementary performance under the statutory conditions.

7.6 We are entitled to make the owed supplementary performance dependent on the Buyer paying the due purchase price. However, the Buyer is entitled to retain a portion of the purchase price appropriate to the defect.

7.7 The Buyer must give us the necessary time and opportunity to perform the owed supplementary performance. In particular, the Buyer must hand over the goods for which he is claiming a defect for testing purposes. In case of a replacement delivery, the Buyer must return the defective item to us according to statutory provisions.

7.8 Unless we are contractually obligated otherwise, the supplementary performance does not include the dismantling, removal, or disinstallation of the defective item, nor the reinstallation, attachment, or installation of a defect-free item.

7.9 We reimburse the expenses necessary for inspection purposes and supplementary performance (transport, labor, and material costs as well as, if applicable, dismantling and installation costs) in accordance with statutory provisions and these General Terms and Conditions of Sale if a defect is present. However, we can demand reimbursement from the Buyer for costs incurred from an unjustified demand for defect removal if the Buyer knew or should have known that no defect was actually present.

7.10 The Buyer has the right to remedy the defect himself and demand reimbursement of the objectively necessary expenses in urgent cases (e.g., if there is a risk to operational safety or to prevent disproportionate damage). The Buyer must notify us immediately in the case of self-remedy. The Buyer does not have the right to self-remedy if we are entitled to refuse supplementary performance according to statutory provisions.

7.11 The Buyer may withdraw from the purchase contract or reduce the purchase price according to statutory provisions if a deadline set by the Buyer for supplementary performance has expired unsuccessfully or is dispensable according to statutory provisions. In the case of an insignificant defect, however, the Buyer has no right to withdraw.

7.12 The Buyer's claims for reimbursement of expenses according to § 445a paragraph 1 BGB are excluded.

7.13 Claims for damages or reimbursement of futile expenses by the Buyer (§ 284 BGB) exist even in the case of defects only under the provisions of Clauses 9 and 10.

8. Statute of Limitations

8.1 The general statute of limitations for claims arising from material or legal defects, deviating from § 438 paragraph 1 number 3 BGB, is one year from delivery. If an acceptance has been contractually agreed upon, the statute of limitations begins with acceptance.

8.2 The statute of limitations is five years from delivery according to the statutory regulation (§§ 438 paragraph 1 number 2 BGB) if the goods are a building or an item that has been used for a

building in line with its customary use and has caused its defectiveness (building material). This is subject to further statutory special regulations concerning the statute of limitations (particularly § 438 paragraph 1 number 1, paragraph 3, §§ 444, 445b, 479 BGB).

8.3 The above limitation periods in sales law also apply to contractual and non-contractual claims for damages by the Buyer that are based on a defect of the goods unless the application of the regular statutory limitations (§§ 195, 199 BGB) would lead to a shorter limitation period in an individual case. Claims for damages by the Buyer under Clauses 10.1 and 10.2 a) and those under the Product Liability Act expire exclusively according to the statutory limitation periods.

9. Miscellaneous Liability

9.1 Unless otherwise specified in these General Terms and Conditions of Sale, including the following provisions, we as the seller are liable for the breach of contractual and non-contractual obligations according to the statutory provisions.

9.2 In the context of fault-based liability, we are liable for damages, regardless of the legal basis, only in cases of intent and gross negligence. In cases of simple negligence, and subject to statutory limitations of liability (e.g., diligence in one's own affairs; insignificant breach of duty), we are only liable:

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

b) for damages resulting from the breach of a significant contractual obligation (obligations the fulfillment of which makes the proper performance of the contract possible in the first place and on which the contractual partner relies and may rely). In this case, however, our liability is limited to the compensation of foreseeable, typically occurring damages.

9.3 The limitations of liability resulting from Clause 9.2 also apply to third parties as well as in case of breaches of duty by persons for whose fault we are responsible according to statutory provisions. The limitations do not apply in cases where a defect was fraudulently concealed or a guarantee for the condition of the goods was assumed. They also do not apply to claims of the Buyer under the Product Liability Act.

9.4 The Buyer may withdraw from or terminate the contract for a breach of duty that does not involve a defect only if we as the seller are responsible for the breach of duty. The Buyer’s right of termination (especially according to §§ 650, 648 BGB) is excluded. Otherwise, the statutory provisions and legal consequences apply.

10. Confidentiality, Choice of Law, and Jurisdiction

10.1 The Buyer is obligated to treat all non-public technical and commercial details that become known to them through the mutual business relationship as confidential.

10.2 These General Terms and Conditions of Sale and the contractual relationship between us as the seller and the Buyer are governed by the law of the Federal Republic of Germany, excluding international uniform law, particularly the UN Convention on Contracts for the International Sale of Goods (CISG).

10.3 If the Buyer is a merchant under the German Commercial Code (HGB), a legal entity under public law, or a special fund under public law, the exclusive and also international place of jurisdiction for all disputes arising directly or indirectly from the contractual relationship is our registered office. The same applies if the Buyer is an entrepreneur within the meaning of § 14 BGB.

10.4 We are also entitled to file a lawsuit at the place of performance of the delivery obligation according to these General Terms and Conditions of Sale or a prior individual agreement or at the general jurisdiction of the Buyer. Priority statutory provisions (exclusive jurisdictions) remain unaffected by this.