

## General Terms of Payment and Delivery

### § 1 General – Scope

[1] Our Terms of Payment and Delivery apply exclusively. We do not recognize conflicting terms or conditions of the customer deviating from our Terms of Payment and Delivery, unless we have expressly agreed to their validity in writing. Our Terms of Payment and Delivery also apply if we carry out the delivery to the customer unconditionally in the knowledge of conflicting terms or conditions of the customer deviating from our Terms of Payment and Delivery.

[2] All agreements made between us and the customer for the purpose of executing this contract are set out in writing in this contract.

[3] Our Terms of Payment and Delivery apply only to businesses within the meaning of § 310 (1) BGB.

### § 2 Quote – Quote Documents

[1] If the order qualifies as a quote according to § 145 BGB, we can accept it within 2 weeks.

[2] We reserve the rights of ownership and copyrights to illustrations, drawings, calculations, and other documents. This also applies to such written documents, which are designated as “confidential.” The customer must have our express written consent before passing them on to third parties.

[3] The smallest delivery quantity per article number is a packaging unit (PU). Our products are shipped in each instance at the risk of the buyer. Returns will not be accepted without our prior consent.

[4] Verbal statements, recommendations and suggestions on our part or information provided by us in catalogs, brochures, instructions for use, circulars, advertisements and illustrations of dimensions, services and suitability and the like shall not be considered warranted properties, unless expressly confirmed separately in writing.

[5] Small deviations such as in dimension, weight or color of the delivered goods considered customary do not entitle to complaints. The same applies to changes in the color of our products as a result of the normal aging process.

### § 3 Prices - Terms of Payment

[1] Unless otherwise stated in the order confirmation, our prices apply “ex works,” excluding packaging. That will be charged separately.

[2] VAT is not included in our prices. It will be listed separately on the invoice at the statutory rate on the date of invoicing.

[3] The payment period is 14 days from the invoice date with 2% discount or 30 days net without deduction. A discount on new invoices is not permitted as long as older due invoices are still unpaid.

[4] The legal regulations regarding the consequences of default on payment apply.

[5] The customer shall only be entitled to offsetting rights if his counterclaims have been legally established, are undisputed or acknowledged by us. Furthermore, he is entitled to exercise a right of retention to the extent that his counterclaim is based on the same contractual relationship.

[6] In the event of default in payment, we shall be entitled to demand default interest in the amount of 5% above the respective base interest rate pursuant to § 1 of the Discount Rate Reconciliation Act, subject to proof of a higher default damage. We shall be entitled to refuse delivery until the agreed payment or a corresponding security has been provided, such as an advance payment, if the buyer is significantly in arrears with his creditors or we become aware of his poor financial position only after conclusion of the contract or if his financial position deteriorated after conclusion of the contract. The customer has the right to provide proof to us that we have sustained less damage than the damage asserted in accordance with § 3 (6) sentence 1 of these Terms of Payment and Delivery.

[7] We charge 5.00 EUR flat rate for each reminder (bank statement).

[8] In case of default of payment, we are entitled to make all further claims due.

[9] If the buyer requires proof of delivery before settling our bill, we are entitled to charge a flat rate of EUR 85.00 to cover our associated costs; further rights reserved.

[10] We are entitled to deliver 10% more or less for special production runs. In this case, we will adjust our invoices based on the unit price agreed on the order.

[11] Returns are only possible with our consent. In the case of an approved return, we provide for a 30% deduction as a flat fee.

## § 4 Delivery Time

[1] The beginning of the delivery time specified by us presupposes the clarification of all technical and commercial questions.

[2] Compliance with our delivery obligation further requires the timely and proper fulfillment of the customer's obligation. The objection of the unfulfilled contract remains reserved.

[3] If the customer is in default of acceptance or culpably violates other obligations to cooperate, we shall be entitled to demand compensation for any damage incurred, including any additional expenses. Further claims or rights are reserved.

[4] Insofar as the conditions of paragraph [3] are met, the risk of accidental loss or accidental deterioration of the purchased item shall pass to the customer at the time when the latter is in default of acceptance or payment.

[5] We are liable according to the legal provisions, insofar as the underlying purchase contract is a fixed transaction within the meaning of § 286 (2) No. 4 BGB or § 376 HGB. We shall also be liable in accordance with the statutory provisions, provided that, as a result of a delay in delivery for which we are responsible, the customer is entitled to claim that his interest in the further performance of the contract has ceased to exist.

[6] Furthermore, we shall be liable in accordance with the statutory provisions if the delay in delivery is based on an intentional or grossly negligent breach of contract for which we are responsible. A fault of our representatives or vicarious agents is attributable to us. If the delay in delivery is based on a grossly negligent breach of contract for which we are responsible, our liability for damages shall be limited to the foreseeable, typically occurring damage.

[7] We shall also be liable in accordance with the statutory provisions insofar as the delay in delivery for which we are responsible is based on the culpable breach of a material contractual obligation. In this case, however, the liability for damages is limited to the foreseeable, typically occurring damage.

[8] Circumstances which prevent or hinder the manufacture or the shipment such as force majeure, war, labor disputes, riots, official measures, lack of energy or raw materials, breakdowns, absence of supplies from our suppliers exempt us from the obligation to deliver for the duration of these circumstances. If these circumstances last longer than one month from the agreed delivery date, we have the right to release ourselves from the delivery obligation. The buyer is also entitled to withdraw from the contract.

[9] Further legal claims and rights of the customer remain reserved.

## § 5 Transfer of Risk – Packaging Costs

[1] Unless otherwise stated in the order confirmation, delivery is agreed “ex works.”

[2] The packaging will be charged at cost. Reusable, returned materials (with freight paid) will be credited.

[3] If the customer so wishes, we will take out transport insurance on the delivery.

Any costs incurred in this respect will be carried by the customer.

## § 6 Liability for Defects

[1] Defect claims by the customer presuppose that he has duly fulfilled his duties of inspection and complaint pursuant to § 377 HGB.

[2] Insofar as there is a defect in the purchased item, we shall be entitled to remedy the defect or to replace it at our discretion. In the case of the elimination of defects, we are obliged to bear all expenses necessary for the rectification of defects, in particular transport, travel, labor and material costs, insofar as these are not increased by the fact that the goods were transported to a place other than the place of delivery. If the defect cannot be remedied within a reasonable period of time or if the repair or replacement is deemed to have failed for other reasons, the buyer may, at his discretion, demand a reduction in price (reduction) or withdraw from the contract. A failure to remedy the defect can only be assumed if we have been given sufficient opportunity

to repair or replace it without the desired result having been achieved, if the repair or replacement is impossible, if it is refused or unreasonably delayed by us, if there are reasonable doubts about the chance of success or if there is unreasonableness for other reasons.

[3] We shall be liable according to the statutory provisions, insofar as the customer asserts claims for damages based on intent or gross negligence, including intent or gross negligence on the part of our representatives or vicarious agents. Unless we are charged with intentional breach of contract, the liability for damages is limited to the foreseeable, typically occurring damage.

[4] We are liable in accordance with the statutory provisions if we culpably violate a material contractual obligation. In this case, our liability for damages is limited to the foreseeable, typically occurring damage as well.

[5] Insofar as the customer is entitled to compensation for the damage instead of the service, our liability is also limited within the scope of para. [3] to compensation for foreseeable, typically occurring damage.

[6] Liability for culpable injury to life, body or health remains unaffected. This also applies to the mandatory liability under the Product Liability Act.

[7] Unless otherwise stipulated above, liability is excluded.

[8] The limitation period for defects claims is 12 months, calculated from the transfer of risk.

[9] The limitation period in case of a delivery recourse according to §§ 478, 479 BGB remains unaffected. It is five years, calculated from the delivery of the defective item.

## § 7 Total Liability

[1] Further liability for damages as provided for in § 6 shall be excluded regardless of the legal nature of the asserted claim. This applies in particular to claims for damages arising from negligence on conclusion of the contract, due to other breaches of duty or due to tort claims for compensation for property damage in accordance with § 823 BGB.

[2] The limitation according to para. [1] shall also apply insofar as the customer, instead of claiming compensation for the damage, demands compensation for useless expenditures instead of performance.

[3] Insofar as the liability for damages against us is excluded or limited, this also applies with regard to the personal liability for damages of our employees, staff, workforce, representatives, and vicarious agents.

## § 8 Retention of Title

[1] We reserve the ownership of the purchased item until receipt of all payments from the delivery contract. In case of breach of contract by the customer, in particular in case of default of payment, we are entitled to take back the purchased item. Taking back the purchased item by us is a withdrawal from the contract. After the goods have been taken back, we are entitled to use them. The proceeds of the realization are to be credited against the customer's liabilities, less reasonable exploitation costs.

[2] The customer is obliged to treat the purchased goods with care; in particular, he is obliged to insure them at his own expense against damage caused by fire, water and theft at the replacement value. If maintenance and inspection work is required, the customer must carry it out on time at his own expense. The buyer hereby assigns to the seller his compensation claims, which he is entitled to from the above-mentioned types of damage against insurance companies or other parties liable to pay compensation in the amount of the invoice value of the goods. The seller accepts the assignment. The reserved goods shall be kept free of charge by the buyer for the seller.

[3] In the case of seizure or other interventions by third parties, the customer must notify us immediately in writing, so that we can file an action in accordance with § 771 ZPO. Insofar as the third party is not in a position to reimburse us for the court and out-of-court costs of a claim in accordance with § 771 ZPO, the customer is liable for the loss incurred by us.

[4] The customer is entitled to resell the purchased item in the ordinary course of business. However, he hereby assigns to us all claims in the amount of the final invoice amount (including VAT) of our claim arising from the resale against his customers or third parties, irrespective of whether the purchased goods were resold without or after processing. The customer remains authorized to collect this claim even after the assignment. Our authority to collect the claim ourselves remains unaffected. However, we undertake not to collect the claim as long as the customer meets his payment obligations from the proceeds received, does not default on payment

and, in particular, no application for the opening of settlement or insolvency proceedings or cessation of payments exists. But if this is the case, we can demand that the customer informs us of the assigned claims and their debtors, provides all information necessary for collection, hands over the associated documents, and notifies the debtors (third parties) of the assignment.

[5] The processing or transformation of the purchased item by the customer is always done on our behalf. If the purchased item is processed with other items not belonging to us, we acquire the co-ownership of the new item in proportion of the value of the purchased item (final invoice amount, including VAT) to the other processed items at the time of processing. In addition, the same applies to the item resulting from processing as to the goods delivered with reservation.

[6] If the purchased item is inseparably mixed with other items not belonging to us, we acquire co-ownership of the new item in proportion of the value of the purchased item (final invoice amount, including VAT) to the other mixed items at the time of mixing. If the mixing takes place in such a way that the customer's item is to be regarded as the main item, then it is agreed that the customer assigns proportional co-ownership to us. The customer keeps the resulting sole ownership or co-ownership for us.

[7] The customer also assigns to us the claims to secure our claims against him, which accrue by the connection of the purchased object with a property against a third party.

[8] We undertake to release the securities to which we are entitled at the request of the customer to the extent that the realizable value of our securities exceeds the claims to be secured by more than 10%. The selection of the securities to be released is our responsibility.

[9] Factoring is only permitted with our consent.

## § 9 Jurisdiction - Place of Performance

[1] If the customer is a merchant, the place of jurisdiction is Essen. However, we are entitled to sue the customer at his place of residence.

[2] The law of the Federal Republic of Germany applies. The validity of the UN sales law is excluded.

[3] Unless otherwise stated in the order confirmation, the place of performance for the delivery is the place where it is shipped and the place of payment is Nohra.