

General Terms and Provisions

§ 1 General Provisions

1. These Terms and Conditions of Sale and Delivery shall form an integral part of all our offers and all contracts for deliveries and services. Regardless of the type of contract, the customer is hereinafter referred to as the "Buyer."
2. Any terms deviating from these Terms and Conditions, including in particular any purchasing terms of the Buyer, shall be binding upon us only if and to the extent expressly confirmed by us in writing.
3. With respect to public-sector contracting authorities, these General Terms and Conditions shall apply only to the extent they do not conflict with the provisions of the German Procurement and Contract Regulations for Services (VOL).

§ 2 Contracts

1. As a general rule, our offers shall remain open for acceptance for a period of thirty (30) days; however, this binding period shall apply only to offers made in writing. Such period shall commence on the date stated in our offer.
2. If the Buyer's order deviates from our written offer, or if the Buyer places an order based on an oral quotation, no contract shall be formed until we issue our written confirmation.
3. Any agreements entered into with our employees shall become legally effective only upon our written confirmation.
4. If two confirmations containing inconsistent terms cross in transit, our confirmation shall prevail.

§ 3 Prices and Terms of Payment

1. Prices shall be binding upon us only if stated by us in writing.
2. All prices stated in writing are exclusive of value added tax at the statutory rate in effect on the invoice date. If, with respect to deliveries or services to be rendered more than four months after conclusion of the contract, fixed costs increase by more than 5%, including for example due to increases in wages, salaries, material costs, electricity prices, changes in existing public charges, or the introduction of new public charges, we shall be entitled to adjust our prices accordingly. This right to increase prices shall also apply if performance cannot be rendered until after expiration of such four-month period for reasons attributable to the Buyer.
If any such price adjustment results in an increase of more than 25% for the Buyer, the Buyer shall be entitled to withdraw from the contract.
This right of withdrawal shall not apply if performance is delayed beyond the four-month period for reasons attributable to the Buyer.
3. The stated prices apply solely to the goods purchased. Packaging and transportation costs are not included and shall be invoiced separately.
4. If the Buyer is in default of payment, or if any check or bill of exchange is protested, we shall be entitled to make further

deliveries only against advance payment, to declare all outstanding invoice amounts immediately due and payable, and, upon return of any bills of exchange accepted in conditional satisfaction, to require cash payment or adequate security. If insolvency proceedings commence against the Buyer, or if the Buyer files a petition for commencement of insolvency proceedings, we shall furthermore be entitled to withdraw from the contract and demand return of our deliveries and services.

§ 4 Right of Setoff and Right of Retention

The Buyer may offset counterclaims only to the extent such counterclaims are undisputed, have been reduced to a final and non-appealable judgment, or are ready for adjudication. The same requirements shall apply to the assertion of any right of retention by the Buyer.

§ 5 Delivery and Passage of Risk

1. Delivery dates and periods shall be governed primarily by the written agreement entered into with the Buyer. In the absence of such written agreement, a delivery period of eight weeks from placement of the order shall be deemed agreed. We shall, however, be entitled to perform earlier than scheduled, provided the Buyer is informed accordingly. In all cases, the commencement of the delivery period shall be subject to our receipt of all documents and components to be supplied by the Buyer, all required permits and approvals, and timely clarification and approval of all plans.
2. If we fail to meet the applicable delivery period, the Buyer shall be required to grant us an additional period of four weeks for cure. Such period shall commence on the date the Buyer's notice is received by us. No liquidated damages or contractual penalties for exceeding delivery periods have been agreed to our detriment.
3. Labor disputes or unforeseeable extraordinary events, including governmental actions, traffic disruptions, operational interruptions caused by natural events, delays in the delivery of essential raw materials and construction materials, or substantial unavailability of personnel or machinery, shall relieve us of our obligation to perform for the duration of their effects or, if performance becomes impossible, in full. This shall also apply if such events occur while we are already in delay. The Buyer shall be notified as promptly as possible of the beginning and end of any such impediment.
4. The place of performance for our contractual obligations shall be our registered place of business. If delivery to another location is requested, the Buyer shall bear the risk of loss. In such case, delivery shall be made to the agreed destination requested by the Buyer; in the case of shipment, risk of loss shall pass to the Buyer upon transfer of the goods to the freight forwarder, carrier, or other person designated to effect shipment. Packaging and shipment shall be made in accordance with the Buyer's instructions or, absent such instructions, at our discretion, without liability for selection of the least expensive or fastest shipping method. Transportation insurance shall be the responsibility of the Seller.

§ 6 Retention of Title

1. The goods delivered shall remain our property as goods subject to retention of title until the purchase price and all claims arising in connection with the purchased goods have been paid in full. In addition, such retention of title shall continue until all claims arising from the business relationship have been satisfied in full. The inclusion of individual claims in a running account, the striking of a balance, or acknowledgment thereof shall not affect the retention of title. If the value of the retained property exceeds our claims by more than 25%, and such excess claims are not related to the purchased goods, we shall be obligated to release the retained property to that extent. If, in connection with payment of the purchase price by the Buyer, liability of the Seller under a bill of exchange is created, the retention of title shall not expire until the bill of exchange has been honored by the Buyer as drawee. In the event of payment default by the Buyer, we shall, following notice, be entitled to repossess the goods subject to retention of title, and the Buyer shall be obligated to surrender them.
2. The Buyer may process the goods subject to retention of title and may transfer them in the ordinary course of business only subject to the same retention of title in our favor. However, this shall not apply if the Buyer has assigned its customer receivables, in whole or in part, to third parties, including lenders. In such case, separate arrangements regarding the use of the goods shall be required. If the Buyer resells the goods subject to retention of title and our ownership interest thereby expires, the Buyer's claim against its customer shall replace our retention of title.
3. If the Buyer processes the goods subject to retention of title into a new movable item, such new item shall become our property.
If processing occurs together with goods not owned by us, we shall acquire co-ownership in the new item in proportion to the value of the goods subject to retention of title relative to the other goods at the time of processing.
If the goods subject to retention of title are combined, commingled, or mixed with goods not owned by us within the meaning of Sections 947 and 948 of the German Civil Code, we shall acquire co-ownership in accordance with the statutory provisions. If the Buyer acquires sole ownership by such combination, commingling, or mixing, the Buyer and we hereby agree that co-ownership in such movable item shall pass to us in proportion to the value of the goods subject to retention of title relative to the other goods at the time of such combination, commingling, or mixing. In such cases, the Buyer shall store the item owned or co-owned by us free of charge.
4. Any claims acquired by the Buyer against third parties from the resale of our goods, regardless of their condition, are hereby assigned to us at the present time in the amount of their value, and we hereby accept such assignment. If our goods are sold together with goods of third parties, such assignment shall apply only in proportion to the value of our goods relative to the value of the third-party goods.

5. The Buyer shall be entitled and authorized to resell, use, or install our goods subject to retention of title only on the condition that the claim described above shall in fact pass to us. The Buyer shall not be entitled to make any other disposition of the goods subject to retention of title, in particular by pledge or transfer by way of security. The Buyer shall notify us immediately of any attachment, seizure, or other action taken by third parties.
6. We hereby authorize the Buyer, subject to revocation, to collect the claims assigned pursuant to the foregoing provisions. So long as the Buyer duly performs its payment obligations, we shall not exercise our own collection rights. Upon our request, the Buyer shall identify the debtors of the assigned claims and notify them of the assignment. If the Buyer fails to comply with such notice obligation, we shall be entitled to notify the debtors of the assignment ourselves.
7. Unless mandatory statutory law provides otherwise, the assertion of our rights arising from retention of title, and any enforcement by us against goods subject to retention of title shall not constitute a rescission of the contract.
8. If the value of the collateral granted exceeds our claims by more than 25%, we shall, at our option, be obligated to reassign or release such collateral. Upon satisfaction in full of all claims arising from the business relationship, title to the goods subject to retention of title and the assigned claims shall pass to the Buyer.

§ 7 Warranty

1. If the subject matter of the contract does not conform to the agreed specifications or is otherwise affected by a defect in quality, the Buyer shall have the rights set forth below in Subsections 2 through 7. Our statements regarding the condition of the goods shall not constitute any separate warranty giving rise to rights beyond those expressly provided by law under Sections 443 and 477 of the German Civil Code.
2. The Buyer shall inspect the delivered goods for obvious defects that would be readily apparent to an average customer. Obvious defects shall also include missing manuals and significant, readily visible damage to the goods. This shall further include cases in which goods other than those ordered, or an insufficient quantity, are delivered. Such obvious defects must be reported to us in writing within two weeks after delivery. Sections 377 and 378 of the German Commercial Code shall remain unaffected.
3. Defects that become apparent only at a later date must be reported to us within two weeks after discovery by the Buyer.
4. If the Buyer fails to comply with its duties of inspection and notice of defects, the goods shall be deemed accepted with respect to the defect concerned.
5. We shall remedy defects in the delivered goods, including manuals and other documentation, within a period of one year from delivery. If the Buyer is a consumer, the statutory limitation periods shall apply. Where the contract is a

contract of sale and the Buyer is a consumer, cure shall be effected, at the Buyer's election, by repair free of charge or replacement delivery, unless we are legally entitled to refuse the Buyer's chosen remedy. In the event of replacement delivery, the Buyer shall be obligated to return the defective goods. If the contract is a contract for work or services, or if the Buyer is an entrepreneur, cure shall be effected at our option by remedying the defect or producing a new work, or by replacement delivery in the case of a sale. If the subject matter of the contract is used goods and the Buyer is not a consumer, all liability for defects in quality shall be excluded. Liability for defects in quality shall also be excluded if the Buyer has made alterations to, or otherwise interfered with, the subject matter of the contract, unless the Buyer proves that such alteration or interference did not cause the defect.

6. If the defect cannot be remedied within a reasonable period of time, or if repair or replacement delivery otherwise must be deemed to have failed, the Buyer may, at its option, demand an equitable reduction of the purchase price or withdraw from the contract. Repair or replacement shall be deemed to have failed only if we have been given sufficient opportunity to cure without achieving the desired result, if cure is impossible, if we refuse cure or unreasonably delay it, if justified doubts exist as to the prospects of success, or if cure is otherwise unreasonable.
7. We disclaim liability for slightly negligent breaches of duty, unless such breaches involve essential contractual obligations, injury to life, body, or health, guarantees, or claims under the German Product Liability Act. The same shall apply to breaches of duty by our agents or other persons engaged in the performance of our obligations. In the event of a slightly negligent breach of essential contractual obligations, our liability shall be limited in amount to damages that are typical and reasonably foreseeable. Any claims for damages shall also be time-barred one year after delivery.

§ 8 Computer Software

If the subject matter of the contract also includes the development and/or delivery of computer software, the following provisions shall apply in addition:

1. The software to be provided shall conform to our product description or to the contents of any documentation furnished, to the extent such documentation forms part of our performance obligations. Neither the product description nor the documentation shall constitute any warranty as to the condition of the software.
Any standard software supplied shall, unless otherwise agreed with the Buyer, be provided in the version existing at the time the contract is concluded.
We shall not owe any functionality of the software beyond the performance standards described above.
Unless such items form part of the contract concluded with us, the Buyer shall be solely responsible for providing the technical requirements necessary to operate the software, including hardware and operating systems. Such requirements shall be communicated to the Buyer upon request.

2. Any error reports submitted by the Buyer shall be considered only if made in writing. If the reported error is not demonstrably attributable to our area of responsibility, we shall be entitled to charge the Buyer for our efforts at our customary rates.
3. Any claim for correction of an error shall be excluded if the reported error is not reproducible or cannot otherwise be substantiated by the Buyer.
4. Claims for damages arising from loss of the Buyer's stored data are excluded to the extent such loss would not have occurred had the Buyer maintained proper data backups.

§ 9 No Russia/ No Belarus

1. The [Importer/Buyer] shall not, directly or indirectly, sell, export or re-export to the Russian Federation, the Republic of Belarus or for use in the Russian Federation or the Republic of Belarus any goods supplied under or in connection with this Agreement that fall within the scope of Article 12g of Council Regulation (EU) No 833/2014 and/or Article 8g of Council Regulation (EC) No 765/2006. The [Importer/Buyer] shall use its best efforts — including the implementation and maintenance of an adequate monitoring mechanism — to ensure that this prohibition is not frustrated by any third parties further down the commercial chain, including possible resellers.
2. The [Importer/Buyer] shall immediately inform the [Exporter/Seller] of any circumstances that could frustrate compliance with paragraph (1) and shall, upon request, provide evidence of compliance within a reasonable period, generally within two weeks.
3. Any breach of paragraphs (1) or (2) shall constitute a material breach of an essential element of this Agreement and entitles the [Exporter/Seller] to terminate this Agreement for cause and to claim a contractual penalty of 5% of the price of the affected goods. The right to claim further damages remains unaffected; the contractual penalty shall be set off against any claim for damages.

§ 10 Place of Performance and Jurisdiction

1. The place of performance for payment of the purchase price and for all other obligations of the Buyer shall be the location of our commercial establishment.
2. For merchants within the meaning of the German Commercial Code, the exclusive place of jurisdiction shall likewise be the location of our commercial establishment.

§ 11 Miscellaneous Provisions

1. If any provision of these agreements violates a statutory prohibition or is otherwise invalid or unenforceable, the validity and enforceability of the remaining provisions shall not be affected thereby.
2. German law shall apply exclusively unless otherwise expressly agreed in writing in the individual case.

Effective April 01, 2026