

§ 1 Scope, Form

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

(2) The GTC apply in particular to contracts for the sale and/or delivery of movable goods ("goods"), regardless of whether we manufacture the goods ourselves or purchase them from suppliers. Unless otherwise agreed, the GTC in the version valid at the time of the Buyer's order shall also apply as a framework agreement for similar future contracts without us having to refer to them again in each individual case.

(3) Our GTC apply exclusively. Deviating, conflicting, or supplementary general terms and conditions of the buyer shall only become part of the contract if and to the extent that we have expressly agreed to their validity. This requirement of consent applies in all cases, for example, even if the buyer refers to its general terms and conditions in the context of the order and we do not expressly object to this.

(4) Individual agreements (e.g., framework supply contracts, quality assurance agreements) and information in our order confirmation take precedence over the GTC.

(5) Legally relevant declarations and notifications by the buyer in relation to the contract (e.g., setting a deadline, notification of defects, withdrawal, or reduction) must be made in writing. Written form within the meaning of these GTC includes written and text form (e.g., letter, email, fax). Statutory formal requirements and further evidence, in particular in cases of doubt about the legitimacy of the declarant, remain unaffected.

(6) References to the validity of statutory provisions are for clarification purposes only. Even without such clarification, the statutory provisions shall therefore apply unless they are directly amended or expressly excluded in these GTC.

§ 2 Conclusion of contract

(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, references to DIN standards), other product descriptions, or documents—including in electronic form—to which we reserve ownership rights and copyrights.

(2) The buyer's order of goods is considered a binding offer to enter into a contract. Unless otherwise stated in the order, we are entitled to accept this offer to enter into a contract within 14 days of its receipt by us.

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

§ 3 Delivery period and delay in delivery

(1) The delivery period shall be agreed individually or specified by us upon acceptance of the order.

(2) If we are unable to meet binding delivery deadlines for reasons beyond our control (non-availability of the service), we shall inform the buyer thereof without delay and at the same time notify them of the expected new delivery deadline. If the service is also unavailable within the new delivery period, we shall be entitled to withdraw from the contract in whole or in part; we shall immediately reimburse any consideration already paid by the buyer. Non-availability of the service shall be deemed to exist, for example, in the event of late delivery by our supplier, if we have concluded a congruent covering transaction, in the event of other disruptions in the supply chain, for example due to force majeure, or if we are not obliged to procure the goods in individual cases.

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

(4) The rights of the buyer pursuant to § 8 of these GTC and our statutory rights, in particular in the event of an exclusion of the obligation to perform (e.g. due to impossibility or unreasonableness of performance and/or subsequent performance), remain unaffected.

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

(1) Delivery shall be made ex warehouse, which shall also be the place of performance for the delivery and any subsequent performance. At the request and expense of the buyer, the goods shall be shipped to another destination (sale by delivery). Unless otherwise agreed, we shall be entitled to determine the type of shipment (in particular the transport company, shipping route, packaging) ourselves.

(2) The risk of accidental loss and accidental deterioration of the goods shall pass to the buyer at the latest upon handover. In the case of a sale by delivery to a place other than the place of performance, however, the risk of accidental loss and accidental deterioration of the goods as well as the risk of delay shall pass to the buyer upon delivery of the goods to the forwarding agent, the carrier, or any other person or institution designated to carry out the shipment. If acceptance has been agreed, this shall be decisive for the transfer of risk. In all other respects, the statutory provisions of the law on contracts for work and services shall apply mutatis mutandis to an agreed acceptance. The handover or acceptance shall be deemed to have taken place if the buyer is in default of acceptance.

(3) If the buyer defaults on acceptance, fails to cooperate, or delays our delivery for other reasons for which the buyer is responsible, we shall be entitled to demand compensation for the resulting damage, including additional expenses (e.g., storage costs). For this, we shall charge a flat-rate compensation of ... EUR per calendar day, beginning with the delivery period or, in the absence of a delivery period, with the notification that the goods are ready for shipment. Proof of higher damages and our legal claims (in particular compensation for additional expenses, reasonable compensation, termination) remain unaffected; however, the flat rate shall be offset against further monetary claims. The buyer is entitled to prove that we have incurred no damage at all or only significantly less damage than the above flat rate.

§ 5 Prices and terms of payment

(1) Unless otherwise agreed in individual cases, our prices valid at the time of conclusion of the contract shall apply, ex warehouse, plus statutory sales tax. (2) In the case of mail order purchases (§ 4 (1)), the buyer shall bear the transport costs ex warehouse and the costs of any transport insurance requested by the buyer. Unless we invoice the actual transport costs incurred in individual cases, a flat-rate transport cost of EUR ... shall be deemed to have been agreed. Any customs duties, fees, taxes, and other public charges shall be borne by the buyer.

(3) The purchase price is due and payable within 14 days of invoicing and delivery or acceptance of the goods. However, even in the context of an ongoing business relationship, we are entitled at any time to make a delivery in whole or in part only against advance payment. We shall declare a corresponding reservation at the latest with the order confirmation.

(4) Upon expiry of the above payment period, the buyer shall be in default. During the period of default, interest shall be charged on the purchase price at the applicable statutory default interest rate. We reserve the right to assert further claims for damages caused by default. Our claim to commercial interest on arrears (§ 353 HGB) against merchants remains unaffected.

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

(6) If, after conclusion of the contract, it becomes apparent (e.g. through an application to open insolvency proceedings) that our claim to the purchase price is at risk due to the buyer's inability to pay, we shall be entitled to refuse performance in accordance with the statutory provisions and, if necessary, to withdraw from the contract after setting a deadline. In the case of contracts for the manufacture of non-fungible goods (custommade products), we may declare our withdrawal immediately; the statutory provisions on the dispensability of setting a deadline remain unaffected.

§ 6 Retention of title

(1) We retain title to the goods sold until all our current and future claims arising from the purchase contract and an ongoing business relationship (secured claims) have been paid in full.

(2) The goods subject to retention of title may not be pledged to third parties or transferred as security before the secured claims have been paid in full. The buyer must notify us immediately in writing if an application for the opening of insolvency proceedings is filed or if third parties (e.g., garnishments) have access to the goods belonging to us.

(3) If the buyer acts in breach of contract, in particular by failing to pay the purchase price due, we shall be entitled to withdraw from the contract in accordance with the statutory provisions and/or to demand the return of the goods on the basis of the retention of title. The demand for surrender does not simultaneously constitute a declaration of withdrawal; rather, we are entitled to demand only the return of the goods and to reserve the right to withdraw from the contract. If the buyer fails to pay the purchase price due, we may only

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

§ 7 Buyer's claims for defects

(1) Unless otherwise specified below, the statutory provisions shall apply to the buyer's rights in the event of material defects and defects of title. In all cases, the statutory provisions governing the sale of consumer goods and the buyer's rights arising from separately issued guarantees, in particular on the part of the manufacturer, shall remain unaffected.

(2) Our liability for defects is based primarily on the agreement made regarding the quality and intended use of the goods (including accessories and instructions). All product descriptions and manufacturer's specifications that are the subject of the individual contract or that were publicly announced by us at the time of conclusion of the contract shall be deemed to be an agreement on quality in this sense.

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

(4) We shall not be liable for defects that the buyer is aware of at the time of conclusion of the contract or is unaware of due to gross negligence. Furthermore, the buyer's claims for defects presuppose that he has fulfilled his statutory obligations to inspect and give notice of defects. In the case of goods intended for installation or further processing, an inspection must be carried out immediately before processing in any case. If a defect becomes apparent upon delivery, inspection, or at any later point in time, we must be notified of this in writing without delay. In any case, obvious defects must be reported in writing within 5 working days of delivery and defects that are not apparent during inspection must be reported in writing within the same period of time after discovery. If the buyer fails to carry out the proper inspection and/or notification of defects, our liability for the defect that was not reported or not reported in a timely or proper manner is excluded in accordance with the statutory provisions. In the case of goods intended for installation, attachment, or fitting, this shall also apply if the defect only became apparent after processing as a result of a breach of one of these obligations; in this case, the buyer shall have no claims for reimbursement of corresponding costs ("removal and installation costs").

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

(6) We are entitled to make the subsequent performance owed dependent on the buyer paying the purchase price due. However, the buyer is entitled to retain a portion of the purchase price that is reasonable in relation to the defect.

(7) The Buyer shall grant us the time and opportunity required for the performance of the owed subsequent performance, in particular by handing over the complained goods to us for inspection purposes. In the event of a replacement delivery, the Buyer shall, at our request, return the defective item to us in accordance with the statutory provisions; however, the Buyer shall have no independent right of return. Subsequent performance shall neither include the removal, dismantling or deinstallation of the defective item nor the installation, attachment or assembly of a defect-free item, provided that we were not originally obliged to perform such services; any claims of the Buyer for reimbursement of corresponding costs (so-called "removal and installation costs") shall remain unaffected.

(8) We shall bear or reimburse the expenses required for the purpose of inspection and subsequent performance, in particular transport, travel, labour and material costs as well as, where applicable, removal and installation costs, in accordance with the statutory provisions and these GTCs, provided that a defect actually exists. Otherwise, we may demand reimbursement from the Buyer for the costs incurred as a result of an unjustified request for remedy, if the Buyer knew or should have recognised that no defect in fact existed.

(9) In urgent cases, e.g. where operational safety is endangered or to prevent disproportionate damage, the Buyer shall be entitled to remedy the defect itself and to demand reimbursement from us for the objectively necessary expenses incurred thereby. We shall be notified of such self-remedy without undue delay, if possible in advance. The right to self-remedy shall not apply if we would be entitled to refuse the corresponding subsequent performance in accordance with statutory provisions.

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

§ 8 Other Liability

(1) Unless otherwise provided in these GTCs, including the following provisions, we shall be liable for breaches of contractual and non-contractual obligations in accordance with the statutory provisions.

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

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

b) for damages resulting from the breach of an essential contractual obligation (an obligation the fulfilment of which is a prerequisite for the proper performance of the contract and on the observance of which the contractual partner regularly relies and may rely); in this case, however, our liability shall be limited to compensation for the foreseeable damage typically occurring.

(3) The limitations of liability arising from para. (2) shall also apply in favour of third parties and in the event of breaches of duty by persons whose fault we are responsible for under statutory provisions (also in their favour). They shall not apply if a defect has been fraudulently concealed or a guarantee as to the quality of the goods has been assumed, nor to claims of the Buyer under the Product Liability Act.

(4) In the event of a breach of duty not consisting of a defect, the Buyer may only withdraw from the contract or terminate it if we are responsible for such breach of duty. Any right of the Buyer to terminate the contract for convenience (in particular pursuant to Sections 650, 648 of the German Civil Code) is excluded. In all other respects, the statutory requirements and legal consequences shall apply.

§ 9 Limitation Period

(1) Deviating from Section 438 (1) no. 3 of the German Civil Code (BGB), the general limitation period for claims based on defects in quality and title shall be one year from delivery. Where acceptance has been agreed, the limitation period shall commence upon acceptance.

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

(3) The above limitation periods under sales law shall also apply to contractual and noncontractual claims for damages of the Buyer that are based on a defect of the goods, unless the application of the regular statutory limitation periods (Sections 195, 199 BGB) would lead to a shorter limitation period in the individual case. Claims for damages of the Buyer pursuant to Section 8 (2) sentences 1 and 2 (a) as well as claims under the Product Liability Act shall be subject exclusively to the statutory limitation periods.

§ 10 Governing Law and Jurisdiction

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

(2) The exclusive place of jurisdiction – including international jurisdiction – for all disputes arising directly or indirectly from the contractual relationship shall be Munich. In case of doubt, the German version of this contract shall prevail

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