

## General Terms and Conditions

### 1. Scope

- 1.1 These General Terms and Conditions (GTC) apply to all our business relationships with our customers ("Buyer"). These General Terms and Conditions apply only if the Buyer is an entrepreneur (Section 14 of the German Civil Code (BGB)), a legal entity under public law, or a special fund under public law within the meaning of Section 310 Paragraph 1 of the German Civil Code (BGB).
- 1.2 Our General Terms and Conditions apply exclusively. Any 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 consented to their validity. This requirement of consent also applies if the Buyer refers to its General Terms and Conditions within the scope of the order and we have not expressly objected to the General Terms and Conditions.
- 1.3 These General Terms and Conditions apply to all consulting and other services to be provided by the Seller under the contract. It is irrelevant whether we provide the service ourselves or have it provided by third parties as vicarious agents (§§ 433, 650 BGB). Unless otherwise agreed, these General Terms and Conditions shall apply in the version valid at the time of the Buyer's order or in the version most recently communicated to the Buyer in text form as a framework agreement, also for similar future contracts, without us as the Seller being required to refer to them again in individual cases.
- 1.4 Individual agreements concluded with the buyer in individual cases (including ancillary agreements, supplements, and amendments) and information in our order confirmation and/or contract shall take precedence over these General Terms and Conditions. Subject to proof to the contrary, a written contract or our written confirmation shall prevail over the content of such agreements.
- 1.5 Legally relevant declarations and notifications by the Buyer regarding the contract (e.g., notifications of defects, setting of deadlines, withdrawal, or reduction of price) must be submitted in writing, i.e., in written and text form (e.g., letter, email, fax). Further statutory formal requirements and additional evidence (if there is doubt about the legitimacy of the declarant) remain unaffected.
- 1.6 Any references to the applicability of statutory provisions are intended solely for clarification purposes. The statutory provisions apply – even if no corresponding clarification has been provided – to the extent that they are not modified or excluded by these General Terms and Conditions.

### 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 catalogues, technical documentation (e.g., drawings, plans, calculations, estimates, references to DIN standards), as well as other product descriptions or documents (including in electronic form). We reserve ownership and copyright to all documents provided to the buyer in connection with the order. These documents may not be made accessible to third parties unless we grant the buyer our express written consent.
- 2.2 The order placed by the buyer constitutes a non-binding contractual offer pursuant to Section 145 of the German Civil Code (BGB). Unless otherwise stated in the order, we are entitled to accept or reject this contractual offer within two weeks of its receipt.
- 2.3 Acceptance of the order can be declared either in writing (e.g., by an order confirmation) or by providing the service to the buyer in agreement with the buyer. In the event that we, as the seller, do not accept the buyer's order within the deadline specified in Section 2.2, any documents sent to the buyer must be returned to us immediately.

- 2.4 The Buyer shall provide all information and documents necessary for fulfillment to the Seller at its own expense and in a timely manner. The Buyer shall bear all expenses that must be repeated by the Seller or that are delayed as a result of the Buyer's incorrect, incomplete, or subsequently amended information.
- 2.5 The Seller is not bound by instructions and is not bound to a specific place of performance or specific working hours.
- 2.6 Should the Buyer's change requests lead to a change in the service, processing effort, or delivery deadlines, a corresponding agreement is required between the Buyer and the Seller. In the event of a fundamental change to the agreed service structure and processing, the Seller is entitled to suspend ongoing work until the conclusion of the supplementary or additional contract. Any delays occurring in this case cannot be attributed to the Seller.

### **3. Prices and payment agreements**

- 3.1 Unless otherwise agreed in writing in individual cases, our prices current at the time of contract conclusion shall apply in accordance with our "Consulting and Service Conditions" valid at the time, plus statutory sales tax. Unless a fixed price agreement has been made, reasonable price changes due to changes in labor and distribution costs for the service that occur three months or more after contract conclusion remain reserved.
- 3.2 Any customs duties, fees, taxes, and other public charges shall be borne by the buyer.
- 3.3 Payment of the purchase price must be made exclusively to the account specified in the relevant invoice for the provision of services. Deduction of discounts is only permitted with a special written agreement.
- 3.4 Unless otherwise agreed, the purchase price is due and payable within ten days of invoicing. However, we are entitled at any time, even within the framework of an ongoing business relationship, to provide a service in whole or in part only against advance payment. We will declare a corresponding reservation no later than with the order confirmation.
- 3.5 The buyer shall be in default if the above payment deadline expires. During the period of default, the purchase price shall bear interest at the applicable statutory default interest rate pursuant to Section 288 Paragraph 2 of the German Civil Code (BGB), amounting to nine percentage points above the respective base interest rate. We reserve the right to assert further damages for default. With regard to merchants, our claim to commercial default interest pursuant to Section 353 of the German Commercial Code (HGB) remains unaffected.
- 3.6 If, after conclusion of the contract, it becomes apparent that our claim to payment of the purchase price is at risk due to the buyer's lack of performance (e.g., due to an application for the opening of insolvency proceedings), we are entitled, in accordance with the statutory provisions, to refuse performance and, if necessary, after setting a deadline, to withdraw from the contract (Section 321 of the German Civil Code). For contracts in which the service of non-fungible items (e.g., custom-made items) is owed, we may declare withdrawal immediately. The statutory provisions regarding the dispensability of setting a deadline remain unaffected in this respect.

### **4. Rights of retention**

- 4.1 The buyer is only entitled to rights of set-off or retention if his claim has been legally established or is undisputed, and his counterclaim is based on the same contractual relationship. In the event that legitimate defects arise during performance, the buyer's counterclaims, in particular those pursuant to Section 7.4, Sentence 2 of these General Terms and Conditions, remain unaffected.

**5. Delivery period and delay in delivery**

- 5.1 The delivery period will be agreed individually or specified by us upon acceptance of the order and only begins when the buyer has fully fulfilled their obligations to cooperate and any agreed advance payments.
- 5.2 In the event that we are unable to meet contractually agreed delivery deadlines for reasons beyond our control, we must inform the buyer of this fact immediately and, at the same time, provide the expected or new delivery deadline. If a delayed delivery cannot be made due to the unavailability of the service even within the newly announced delivery deadline, we are entitled to withdraw from the contract in whole or in part; we must immediately reimburse any consideration already provided by the buyer (in the form of payment of the purchase price).
- 5.3 Whether we, as the seller, are in default of delivery is determined by statutory provisions. However, a prerequisite for a default of delivery on our part as the seller is a reminder from the buyer. In the event of a delay in delivery, the buyer may claim lump-sum compensation for damages caused by the delay. The lump-sum compensation shall amount to 0.5% of the net price (order value) for each completed calendar week of delay, but not exceeding 5% of the value of the delayed service. We reserve the right to provide appropriate evidence that the buyer has suffered no damage or only less damage than the aforementioned lump sum.
- 5.4 The buyer's rights pursuant to Section 7 of these General Terms and Conditions and our statutory rights, particularly in the event of an exclusion of the obligation to perform (e.g., due to the impossibility or unreasonableness of performance and/or subsequent fulfillment), remain unaffected.

**6. Reservation of title**

- 6.1 We reserve ownership of the services we provide until full payment of all our current and future claims arising from the purchase contract and an ongoing business relationship (secured claims).
- 6.2 In the event of breach of contract by the buyer, in particular non-payment of the purchase price due, we are entitled to withdraw from the contract in accordance with the statutory provisions and/or to demand the return of the service provided by us based on the retention of title. The request for return does not simultaneously constitute a declaration of withdrawal; rather, we are entitled to demand the return of the service provided by us in the form of drawings, calculations, etc. and to reserve the right to withdraw. In the event that the buyer fails to pay the purchase price due, we must have unsuccessfully set the buyer a reasonable deadline for payment before asserting these rights. This only applies if such a deadline is not dispensable under the statutory provisions.
- 6.3 The delivered goods remain the property of the Seller until full payment has been made. The Buyer may sell the goods to customers in the ordinary course of business. The Buyer thereby assigns the claim against the third party arising from the sale to the Supplier. This allows the Buyer to collect the claim against the third party in its own name. The Seller reserves the right to disclose the assignment of the claim to the third party at any time and to assert the claim itself.
- 6.4 Imitation, modification (including further development), reproduction, and publication of the Seller's goods by the Buyer or third parties are only permitted with the Seller's written consent. Ownership rights, in particular intellectual property rights, are excluded.

**7. Warranty claims of the buyer**

- 7.1 The statutory provisions apply to the buyer's rights in the event of material and legal defects, unless otherwise provided below.
- 7.2 We are not liable for defects that the buyer is aware of at the time of conclusion of the contract or that he or she failed to recognize due to gross negligence, in accordance with Section 442 of the German Civil Code (BGB).

- 7.3 The buyer's claims for defects shall only exist if the buyer has complied with its statutory inspection and notification obligations (§§ 377, 381 HGB). If the service is intended for further processing, an inspection must be carried out immediately before further processing. Written notification must be made to us immediately if a defect becomes apparent during the inspection or at a later date. Obvious defects must be reported in writing within 14 working days of delivery, and non-obvious defects must be reported within the same period from the discovery of the defects. In the event that the buyer neglects or does not fulfill its obligation to properly inspect and/or report defects, our liability for defects not reported, not reported in a timely manner, or not reported properly is excluded in accordance with statutory provisions. If the service was intended for further processing, this also applies if the defect only became apparent after the corresponding processing due to non-compliance with or violation of one of these obligations. In this case, the buyer is not entitled to any compensation.
- 7.4 If the delivered service is defective, we as the seller are entitled to remedy the defect. If the type of subsequent performance chosen by us is unreasonable for the buyer in the individual case, the buyer may refuse it. However, we reserve the right to refuse subsequent performance under the statutory conditions. We are also entitled to make the subsequent performance to be provided by us dependent on the buyer paying the purchase price due.
- 7.5 The buyer must grant us the necessary time and opportunity for the subsequent performance to be provided.
- 7.6 The buyer may withdraw from the purchase contract or reduce the purchase price in accordance with the statutory provisions if a deadline set by the buyer for subsequent performance has expired without success or is dispensable under the statutory provisions. However, in the case of a minor defect, the buyer is not entitled to a right of withdrawal.
- 7.7 The buyer's claims for reimbursement of expenses pursuant to Section 445a Paragraph 1 of the German Civil Code (BGB) are excluded.
- 7.8 Claims for damages or reimbursement of wasted expenses incurred by the buyer (Section 284 of the German Civil Code) exist only in accordance with Sections 8 and 9, even in the event of a defect.
- 8. Limitation period**
- 8.1 The general limitation period for claims resulting from material or legal defects is one year from delivery, in deviation from Section 438 Paragraph 1 No. 3 of the German Civil Code (BGB). If acceptance has been contractually agreed, the limitation period begins upon acceptance.
- 8.2 The above limitation periods under the German Sales Law also apply to contractual and non-contractual claims for damages by the Buyer based on a defect in the service, unless the application of the regular statutory limitation period pursuant to Sections 195 and 199 of the German Civil Code (BGB) would result in a shorter limitation period in the individual case. Claims for damages by the Buyer pursuant to Sections 9.1 and 9.2.a) as well as those under the Product Liability Act (Produkthaftungsgesetz) are subject exclusively to the statutory limitation periods.

**9. Any other liability**

- 9.1 Unless otherwise stated in these General Terms and Conditions, including the following provisions, we as the seller shall be liable for breaches of contractual and non-contractual obligations in accordance with the statutory provisions.
- 9.2 Within the scope of liability based on fault, we are liable for damages, regardless of the legal basis, only in cases of intent and gross negligence. The burden of proof lies with the buyer. In the case of simple negligence, we are liable, subject to statutory limitations of liability (e.g., due 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 a material contractual obligation (obligations whose fulfillment is essential for the proper performance of the contract and on whose compliance the contractual partner relies and may rely). However, our liability in this case is limited to compensation for foreseeable, typically occurring damages.
- 9.3 The limitations of liability resulting from Section 9.2 also apply to third parties and in the event of breaches of duty by persons whose fault we are legally responsible for. If a defect was fraudulently concealed, the limitations of liability do not apply. This also applies to the buyer's claims under the Product Liability Act.
- 9.4 The buyer may withdraw from or terminate the contract due to a breach of duty that does not result from a defect only if we, as the seller, are responsible for the breach of duty.
- 9.5 The buyer's right of termination (in particular pursuant to Sections 650 and 648 of the German Civil Code) is excluded. Otherwise, the statutory requirements and legal consequences apply.
- 9.6 Legitimate, established claims for damages by the buyer are limited to the amount of the contract price paid by the buyer.
- 9.7 The buyer is obligated to take appropriate measures to prevent, limit, or minimize the damage immediately upon becoming aware of the damage. The provisions of Section 254 of the German Civil Code and the resulting provisions apply accordingly.

**10. Applicable law and place of jurisdiction**

- 10.1 These General Terms and Conditions and the contractual relationship between us as the seller and the buyer 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.
- 10.2 If the buyer is a merchant within the meaning of the German Commercial Code (HGB), a legal entity under public law, or a special fund under public law, our registered office in Biedenkopf shall be the exclusive and international place of jurisdiction for all disputes arising directly or indirectly from the contractual relationship. The same applies if the buyer is an entrepreneur within the meaning of Section 14 of the German Civil Code (BGB).

**11. Severability Clause**

- 11.1 The provisions of Section 306 of the German Civil Code (BGB) shall apply accordingly.