



General Terms and Conditions of Sale

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1. Scope, form

- 1.1 The present General Terms and Conditions of Sale shall apply to all our business relations with our customers ('Buyers'). The General Terms and Condition of Sale shall only apply if the Buyer is a trader (Section 14 German Civil Code, BGB), a legal entity under public law or a public-law special fund.
- 1.2 The General Terms and Conditions of Sale shall apply in particular to contracts for the sale and/or delivery of movable goods ('Goods'), irrespective of whether we produce the Goods ourselves or purchase them from suppliers (sections 433 and 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 any case in the version last communicated to the Customer in text form (Section 126b BGB), shall also apply as a framework agreement for similar contracts in the future, without us having to refer to them again in each individual case.
- 1.3 Our General Terms and Conditions of Sale shall apply exclusively. Deviating, conflicting or supplementary General Terms and Conditions of the Buyer shall only become part of the contract if and insofar as we have expressly agreed to their validity in writing (Section 126 BGB) or in text form (Section 126b BGB). This requirement for agreement shall apply in any case, for example even if the Buyer refers to their own general terms and conditions in the purchase order and we do not expressly contradict this.
- 1.4 Individual agreements (e.g. framework supply agreements, quality assurance agreements) and information in our order confirmation shall take precedence over the General Terms and Conditions of Sale. In case of doubt, commercial terms shall be interpreted in accordance with the Incoterms® published by the International Chamber of Commerce in Paris (ICC) in the version valid when the contract is concluded.
- 1.5 Legally significant declarations and notifications by the Buyer in relation to the contract (e.g. the setting of deadlines, the notification of defects, a withdrawal from the contract or a reduction of the price) must be delivered in writing. 'In writing' within the meaning of the present General Terms and Conditions of Sale shall include written and text form (e.g. letter, email, fax). Statutory forms and further evidence, in particular in the event of doubt regarding the legitimacy of the declaring party, shall remain unaffected.
- 1.6 References to the applicability of statutory provisions shall be for clarification purposes only. Even without such a clarification, the statutory provisions shall therefore apply, unless they have been directly amended or expressly excluded in the present General Terms and Conditions of Sale.
- 1.7 These provisions shall not apply to consumers within the meaning of Section 13 BGB.

2. Offers/conclusion of contracts

- 2.1 Our offers shall be non-binding and subject to change. This shall also apply when we have provided the Buyer with catalogues, technical documentation, other product descriptions or documents, including in an electronic format, to which we reserve the ownership rights and copyrights.
- 2.2 When the Buyer orders Goods, this shall be regarded as a binding offer of a contract. Unless otherwise specified in the purchase order, we shall be entitled to accept this offer of a contract within 7 days after receiving it.
- 2.3 We can declare our acceptance either in writing (e.g. in the form of an order confirmation) or by delivering the Goods to the Buyer.

3. Prices and terms of payment

- 3.1 Unless otherwise agreed in writing in the individual case, our prices that are valid when the contract is concluded shall apply, specifically net ex warehouse (EXW) Brunswick in accordance with the latest version of Incoterms®.
- 3.2 Our prices shall not include the statutory value added tax.
- 3.3 In the case of a sales shipment in accordance with 5.1 below, the Buyer shall bear the transport costs ex warehouse and the costs of any transport insurance requested by the Buyer. Unless we charge the actual transport costs incurred in the individual case, a

flat transport fee (excluding transport insurance) of € 100.00, plus € 20.00 per pallet in the event of palletisation, shall be deemed agreed. Any customs duties, fees, taxes and other public charges shall be borne by the Buyer.

- 3.4 The purchase price shall be due and payable within 30 days after invoicing and delivery or acceptance of the Goods, unless another payment period has been agreed in the contract. However, even within the framework of an ongoing business relationship, we shall be entitled at any time to carry out a delivery or part thereof only against advance payment [advance payment or security]. We shall declare any such reservation upon confirmation of the order at the latest.
- 3.5 When the above payment period expires, the Buyer shall be in default. During the period of default, interest shall be charged on the purchase price at a rate of 9 % above the applicable base interest rate. In addition, we shall be entitled to claim the flat late payment fee of € 40 in accordance with Section 288 (5) BGB. We reserve the right to claim further damages caused by the delay. Our entitlement to claim commercial default interest (Section 353 German Commercial Code (HGB)) from merchants shall remain unaffected.
- 3.6 The Buyer shall only be entitled to rights of set-off or rights of retention to the extent that their claim is legally established or acknowledged by us or the counterclaim is related to the invoiced Goods. The Buyer shall be free to assert excluded claims in court.
- 3.7 If it becomes apparent after the contract is concluded (e. g. through an application for the initiation of insolvency proceedings) that our claim to the purchase price is at risk because of the Buyer's inability to pay, all the outstanding receivables may become due and securities may be demanded for these. Furthermore, 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 (Section 321 BGB). In the event of deliveries of custom-made products, we may declare our withdrawal from the contract immediately; the statutory provisions regarding the dispensability of setting a deadline shall remain unaffected.
- 3.8 Irrespective of the place of delivery of the goods, the place of performance for payment is Brunswick.

4. Delivery period and late deliveries

- 4.1 Delivery and production deadlines shall be non-binding unless they have been expressly agreed in text form as fixed dates. When fixed dates have been agreed, the occurrence of a delay in delivery for which we are responsible shall be determined on the basis of the statutory provisions. In each case, a reminder by the Buyer is necessary. If we are in default of delivery, the Buyer may demand a flat-rate compensation for the damage caused by the delay. The flat-rate compensation for each completed calendar week of delay shall amount to 0.5 % of the net price (delivery value), but no more than 5 % of the delivery value of the Goods that are delivered late in total. We reserve the right to prove that the Buyer has not incurred any damage or only significantly less damage than the above flat rate.
- 4.2 Our delivery obligations shall be subject to correct and timely delivery by our sub-suppliers.
- 4.3 Delays in delivery as a result of force majeure or other circumstances beyond our control (e.g. natural events, pandemics, official measures, operational disruptions, unavailability of raw materials) shall extend the delivery periods accordingly. This shall also apply if these circumstances arise during a delay that has already arisen.
- 4.4 In the event of a delivery delay, the Buyer shall grant us a reasonable grace period of at least two weeks. If the service is still not available within the new delivery period, we shall be entitled to withdraw from the contract in full or in part; we shall immediately reimburse any consideration already paid by the Buyer. Non-availability of the Goods shall be deemed to exist, for example, in the event of a late delivery by our supplier, if we have concluded a congruent hedging transaction, in the event of other disruptions in the supply chain, for example because of force majeure, or if we are not obligated to procure the Goods in the individual case.
- 4.5 Partial deliveries are permissible provided that they comprise at least 25 % of the order quantity and are acceptable to the Buyer. Irrespective of this, we may deviate from the total agreed delivery quantity by up to 10 % with a corresponding adjustment of the purchase price.
- 4.6 In the case of call-off contracts, each partial delivery shall be deemed an independent transaction. Defective or delayed individual deliveries shall not affect the entire contract unless the remaining deliveries are objectively unacceptable to the Buyer as a result.
- 4.7 If the Buyer does not collect the ordered goods within the agreed or a reasonable period, we shall be entitled to set a grace period. After the grace period has expired without result, we may withdraw from the contract and demand compensation for non-performance.

5. Delivery, transfer of risk, acceptance, default of acceptance

- 5.1 The delivery shall take place ex warehouse, which shall also be the place of performance for the delivery and any supplementary 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.

- 5.2 Unless expressly agreed otherwise, shipping shall be at the expense and risk of the Buyer. In the case of sale by delivery, the risk of accidental loss and accidental deterioration of the Goods and the risk of delay shall be transferred to the Buyer upon delivery of the goods to the forwarding agent, the carrier or any other person or institution appointed to carry out the shipment.
- 5.3 If the Buyer is in default of 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 damage incurred, including additional expenses (e.g. storage costs). We reserve the right to assert further claims. The default of acceptance shall begin with the delivery period or, in the absence of a delivery period, with the notification that the Goods are ready for dispatch.

6. Retention of title

- 6.1 The delivered Goods shall remain our property until all amounts owed under the respective contract have been paid in full (simple retention of title).
- 6.2 In addition to the individual delivery, we shall also retain ownership of the delivered Goods to secure all claims arising from the business relationship with the Buyer that already exist at the time of delivery and those that arise in the future (extended retention of title).
- 6.3 If our Goods are processed by the Buyer, we shall be deemed the manufacturer within the meaning of Section 950 BGB and shall acquire ownership of the newly created products. If the Goods are processed along with other materials that do not belong to us, we shall acquire joint ownership of the new product in accordance with the ratio of the invoice value of the delivered Goods to the total value of the new item.
- 6.4 If our Goods are combined or mixed with other items and one of the other items is to be regarded as the main item, the Buyer shall transfer a pro rata joint ownership of the main item to us in accordance with the ratio of the value of the delivered goods to that of the main item.
- 6.5 The Buyer undertakes to store the Goods that are (jointly) owned by us properly, separately and at their own expense, to label them and to insure them adequately against theft, fire and water damage.
- 6.6 The Buyer shall be entitled to resell the Goods that are subject to retention of title in the ordinary course of business, provided that they are not in default of payment. Pledging the Goods or assigning them by way of security shall not be permitted.
- 6.7 Upon conclusion of the contract, the Buyer shall assign to us all the receivables to which they are entitled from their customers or third parties from the resale of the Goods in the amount of the invoice total (including value added tax) – on a pro rata basis in the case of joint ownership. We hereby accept this assignment.
- 6.8 The Buyer remains authorised to collect the assigned receivables. This shall not affect our right to collect the receivables ourselves. However, we shall not collect the receivables ourselves as long as the Buyer duly meets their payment obligations and no application for the initiation of insolvency proceedings has been filed.
- 6.9 If third parties access the reserved Goods or the assigned receivables (e.g. seizures), the Buyer has an obligation to notify us in writing without delay. The Buyer must take all necessary measures to protect our rights. The costs of defending against such interventions shall be borne by the Buyer, unless they are reimbursed by the third party.
- 6.10 If the Buyer defaults on payment, we shall be entitled to demand the return of the Goods that are subject to retention of title. The return of the Goods shall only constitute a withdrawal from the contract if we expressly declare this.
- 6.11 If the realisable value of the securities existing for us exceeds our receivables by more than 15 %, we shall, at the Buyer's request, release securities of our choice to a corresponding extent.
- 6.12 If the retention of title is not effective under the law of the country in which the Goods are located, security rights corresponding to the retention of title in economic terms shall be deemed to have been agreed. The Buyer is obligated to take all measures that are necessary to establish and maintain such rights at their own expense.

7. Claims for defects by the Buyer

- 7.1 The statutory provisions shall apply to the rights of the Buyer in the event of material defects and defects of title (including an incorrect or short delivery), unless otherwise specified below.
- 7.2 The contractual condition of the Goods shall be determined exclusively by the characteristics that have been expressly agreed in text form. Unless expressly agreed in writing, they shall not constitute assurances of characteristics or guarantees. The same shall apply to public statements made by the manufacturer or by third parties on its behalf, in particular in advertising or on the product label.
- 7.3 If the quality has not been agreed, the statutory provisions shall be applied to assess whether or not a defect is present (Section 434 (3) BGB).

- 7.4 When Goods are sold on the basis of samples or prototypes, these shall serve only to illustrate general product characteristics. The characteristics of the sample shall not be deemed to be assured or guaranteed, unless this is expressly agreed in writing.
- 7.5 In the case of natural products, biologically justifiable variability and/or customary deviations in colour, shape, structure and active ingredient content shall not be considered defects, unless they have been expressly excluded in the contract or exceed the agreed tolerance values.
- 7.6 An entitlement to delivery from a specific harvest or batch shall only exist if expressly agreed in writing.
- 7.7 Information on durability shall only be deemed a guarantee within the meaning of Section 443 BGB if it has been expressly designated a 'guarantee' in writing.
- 7.8 We shall not be liable for defects of which the Buyer is aware when the contract is concluded or of which the Buyer is not aware as a result of gross negligence (Section 442 BGB). Furthermore, the Buyer's claims for defects require the Buyer to have complied with their statutory examination and reporting obligations (sections 377 and 381 HGB). In the case of Goods that are intended for further processing, an examination must always take place immediately prior to the processing. If a defect becomes apparent during delivery, the examination or at any later point in time, we must be notified in writing without delay. In any case, obvious defects must be reported in writing within five (5) working days after the receipt of the Goods. Hidden defects must be reported in writing within five (5) working days after they are discovered. If the Buyer fails to carry out the proper examination and/or notification of defects, we shall not be liable for defects that are not reported, not reported in time or not reported properly in accordance with the statutory provisions.
- 7.9 In the event of a timely and legitimate complaint, we may initially choose whether to remedy the defect by removing it (repair) or by delivering a defect-free item (replacement delivery). If this supplementary performance fails, we shall be entitled to make another attempt at repair or replacement delivery. Only after two failed attempts at supplementary performance may the Buyer demand a reduction in the price or withdraw from the contract. In the event of a minor defect, however, there shall be no right of withdrawal. Compensation can only be claimed under the conditions set out in Section 8.
- 7.10 The Buyer must give us the time and opportunity necessary for the supplementary performance owed, and must in particular hand over the rejected Goods for inspection. In the event of a replacement delivery, the Buyer must return the defective item to us at our request in accordance with the statutory provisions; however, the Buyer shall have no entitlement to return the item.
- 7.11 We shall bear or reimburse the expenses required for the purpose of the inspection (including any laboratory tests) and the supplementary performance, in particular transport, travel, labour and material costs, in accordance with the statutory provisions and the present General Terms and Conditions of Sale if a defect is actually present. Otherwise, we may demand reimbursement from the Buyer for the costs incurred as a result of the unjustified request to remedy the defect if the Buyer knew or could have recognised that there was in fact no defect.
- 7.12 We shall be entitled to make the supplementary performance owed dependent on the Buyer paying the purchase price that is due. The Buyer shall, however, be entitled to retain a portion of the purchase price commensurate with the defect.
- 7.13 If the defect is based on a product or service provided by a sub-supplier, our liability shall initially be limited to the assignment of our claims against this sub-supplier. Only if the Buyer's judicial or extra-judicial recourse against the sub-supplier remains unsuccessful may the Buyer assert their own claims against us.
- 7.14 The Buyer may not assign any claims for defects against us to third parties, unless this is required by mandatory statutory provisions.
- 7.15 The limitation period for claims for defects shall be one year from the delivery of the Goods, unless a longer period is prescribed by law, in particular in the case of supplier recourse (sections 478 and 479 BGB), where the period is five years.
- 7.16 In urgent cases, e.g. if operational safety is at risk or to prevent disproportionate damages, the Buyer shall have the right to remove the defect themselves and to demand that we reimburse them for the objectively necessary expenses incurred in doing so. We must be notified without delay, in advance if possible, of any such action on the part of the Buyer themselves. The Buyer shall not have the right to take action themselves if we would be entitled to refuse a corresponding supplementary performance in accordance with the statutory provisions.
- 7.17 Claims by the Buyer for reimbursement of expenditure in accordance with Section 445a (1) BGB shall be excluded, unless the last contract in the supply chain relates to the sale of consumer goods (sections 478 and 474 BGB). Claims by the Buyer for damages or the reimbursement of futile expenditure (section 284 BGB) shall exist only in accordance with sections 8 and 9 below, even in the event of defects in the Goods.

8. Other liability

- 8.1 We accept unlimited liability – i.e. even in cases of simple negligence –
 - a) for damages that are based on injury to life, limb or health and
 - b) in the event of an infringement of essential contractual obligations (known as cardinal obligations), which must be fulfilled in

order to make the proper execution of the contract possible in the first place and on which the Buyer may regularly rely.

- 8.2 In the event of a slightly negligent infringement of essential contractual obligations, however, our liability shall be limited to the foreseeable damage that is typical for this type of contract. Liability for indirect damages or consequential damages (e. g. loss of profit or loss of production) shall be excluded in this case.
- 8.3 We shall only be liable for damage not covered by 8.1 or 8.2 in cases of wilful intent or gross negligence.
- 8.4 Insofar as our liability is excluded or limited, this shall also apply to the personal liability of our employees, representatives and vicarious agents.
- 8.5 Liability under the German Product Liability Act shall remain unaffected. Mandatory statutory provisions regarding manufacturer liability in the event of the fraudulent concealment of a defect or the assumption of a guarantee for the quality of the Goods (Section 444 BGB) shall also remain unaffected.

9. Statute of limitations

- 9.1 Contrary to Section 438 (1) No. 3 BGB, the general limitation period for claims arising from material defects and defects of title shall be one year after delivery. If an acceptance procedure has been agreed, the limitation period shall commence upon acceptance of the Goods.
- 9.2 The above limitation periods under sales law also apply to contractual and non-contractual claims for damages by the Buyer that are based on a defect in the Goods, unless the application of the regular statutory limitation period (sections 195 and 199 BGB) would lead to a shorter limitation period in the individual case. Claims for damages by the Buyer in accordance with Section 8 above and the German Product Liability Act shall become time-barred exclusively in accordance with the statutory limitation periods.

10. Form, applicable law, place of jurisdiction and partial invalidity

- 10.1 Amendments and additions to the present General Terms and Conditions of Sale and contractual agreements must be in text form (Section 126b (BGB)), unless a stricter form is required by law. This shall also apply to the cancellation of this text form clause itself.
- 10.2 The place of performance and the exclusive place of jurisdiction for all disputes arising from the business relationship shall be Brunswick, to the extent permitted by law. However, we are, in all cases, also entitled to bring an action at the place of performance for the delivery obligation as defined in the present General Terms and Conditions of Sale or a prior individual agreement, or at the Buyer's general place of jurisdiction. Overriding statutory provisions, especially with regard to cases of exclusive jurisdiction, shall remain unaffected.
- 10.3 The law of the Federal Republic of Germany shall apply exclusively, to the exclusion of the UN Convention on Contracts for the International Sale of Goods (CISG) and the conflict-of-law provisions of private international law.
- 10.4 If individual provisions of the present General Terms and Conditions of Sale are or become invalid or unenforceable, in full or in part, this shall not affect the validity of the remaining provisions. The invalid or unenforceable provision shall be replaced by a valid provision that comes as close as possible to the economic purpose of the original provision. The same shall apply to any gaps in the contract.

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