

I. Scope

- (1) These conditions of sale apply to the exclusion of all others; we do not accept or acknowledge contradictory terms, or purchaser's terms which deviate from these, unless we expressly agree to them in writing. Our conditions of sale also apply if, although we are aware of opposing conditions or a customer's differing conditions, we make the delivery to the customer without reservation.
- (2) All agreements made between us and the customer for the purpose of fulfilling this contract are written down in the contract.
- (3) Our conditions of sale apply only to companies within the meaning of clause 310 Abs.1 BGB.

II. Conclusion of the contract, offer documentation

- (1) Contracts with the customer only come into existence following our written or electronically transmitted confirmation of order or order acceptance.
- (2) We reserve all proprietary rights and copyrights to illustrations, drawings, calculations and other documentation. The customer shall obtain our express written agreement before passing these documents to third parties.
- (3) The provision of technical information and the submission of offers take place to the best of our knowledge but do not release the customer from the obligation to test the suitability of these details in respect of the intended processes and requirements. The customer bears the responsibility with regard to suitability and use for the intended purpose. We reserve the right to optimise products, to change materials and to correct drawings.

III. Delivery time / Scope of delivery

- (1) Delivery deadlines or times are only binding when confirmed by us in writing. They refer to the time of dispatch and are kept to when the customer is informed that the goods are ready for dispatch.
- (2) Delivery deadlines only commence when agreement has been reached concerning all details of the order including the technical design of the object of delivery. If, following the confirmation of the order, the customer calls for a material alteration, and if we agree to this, then the delivery period only commences with confirmation of the last alteration.
- (3) In the event that we are unable to adhere to delivery times for reasons for which we are not responsible (non-availability of the performance), we shall immediately inform the customer and at the same time inform him of the expected new delivery time. In particular a case of non-availability of performance shall be deemed to be the failure of our suppliers to deliver to us in good time.
- (4) Cases of force majeure and other occurrences over which we have no control and which make it significantly more difficult or impossible for us to carry out a delivery/performance shall release us from our obligations resulting from the relevant contract; however, in the case of temporary hindrances only for the duration of the hindrance plus a reasonable start-up period after the hindrance no longer applies. The existence of force majeure shall be presumed in particular in the event of (i) war, civil war, revolution, acts of terrorism, sabotage, (ii) currency and trade restrictions, embargo, sanctions; (iii) lawful or unlawful official acts, expropriation, (iv) pandemic, epidemic, (v) explosion, fire, prolonged failure of means of transport, telecommunications, information systems or energy; (vi) general labour unrest such as boycotts, strike and lockouts, occupation of factories and buildings.
- (5) If the customer is in default in acceptance or culpably violates other obligations of cooperation, we are entitled to demand compensation for any resulting damage including additional expenses incurred (e.g. warehousing costs). Delivery periods are extended by the period of time in which the customer fails to meet his obligations towards us in respect of this contract (e.g. provision of securities or down-payments). This applies correspondingly to the delivery dates. Any further rights or claims are not affected.
- (6) Part-deliveries are permitted to a reasonable extent provided that they do not result in unreasonable additional costs for the customer.

IV. Dispatch / Risk of loss / Place of fulfilment

- (1) Dispatch of the goods takes place from our location at the risk and for the account of the customer. In the absence of any special agreements, we are free in our choice of transport company and the means of transport. Risk is transferred to the customer when dispatch takes place from the supplier's location if freight-paid has been agreed.
- (2) If dispatch is delayed for reasons which are the responsibility of the customer, then risk is transferred to the customer at the time the goods are ready for dispatch. The customer shall bear the costs incurred as a result of the delay.
- (3) Packaging will be charged at 2% of the net value of the goods.
- (4) All obligations resulting from the contractual relationship are deemed to be fulfilled at the supplier's registered place of business.

V. Prices

- (1) Calculation of prices is ex supplier's registered place of business, in EURO, plus the currently valid sales tax. The prices are valid for the

scope of performance and delivery stated in our confirmations of order. Additional or special performance will be charged for separately.

- (2) Calculation of the additional charge resulting from increases in the costs of materials will be shown separately in accordance with current prices.
- (3) For orders with a net value of less than € 100, we invoice for a surcharge in the amount of € 25.

VI. Terms of payment

- (1) If the period allowed for payment is exceeded, and following the issuing of a reminder insofar as this is necessary, interest on payments in arrears of 9% over the base rate shall be paid in respect of the invoice amount.
- (2) With the exception of undisputed or final and absolute claims, any withholding of payment or the offsetting of payment on the grounds of the customer's existing counterclaims is excluded.

VII. Reservation of title

- (1) The goods delivered (goods subject to reservation of title) remain our property until all claims to which we are now or in future entitled have been met, including all claims relating to the current account balance. If the customer fails to comply with his contractual obligations, in particular with regard to default in payment, we are entitled to withdraw from the contract and to demand the return of the delivered goods; the customer is obliged to hand over the goods.
- (2) The customer is entitled to make use of the delivered goods in the normal course of business and to sell them on as long as he is not in default of payment. However, he must not pledge the goods or assign them by way of security. As of now, the customer assigns to us all claims for payment to their full extent against his customer which result from a resale of the goods which are subject to retention of title and those claims on the part of the customer in respect of the goods which are subject to retention of title and to which he is entitled as a result of any other legal claim against his customer or third parties. We accept the assignment. After the assignment, the customer is authorised to collect the claim for his invoice in his own name. We receive the right to collect the claim ourselves as soon as the customer fails to meet his obligations to pay in a proper manner and is in default of payment.
- (3) The finishing and processing of the delivered goods are always in our name and for our order. If processing takes part with goods which do not belong to us, we acquire ownership of the new goods in the ratio of the value of the goods supplied by us to the other processed goods. The same applies if the delivered goods are mixed with or affixed to other goods which do not belong to us.
- (4) If the delivered goods become part of or combined with a piece of land or a moveable object to such an extent that our ownership of the delivered goods ceases to exist, the customer assigns to us the security claim in the amount of the ratio of the delivered goods to the remaining partial/combined goods at the time of the joining/mixing which accrue to him on the basis of the joining/mixing against the third party.
- (5) In the event of seizures of the goods which are subject to retention of title by third parties or other interventions by third parties, the customer must draw attention to our property and must inform us immediately and in writing so that we can assert our ownership rights.
- (6) We undertake to release, at the customer's request, the securities to which we are entitled provided that their value exceeds by more than 10% the claims to be secured. However, we are permitted to choose the securities to be released.

VIII. Nature and condition of the goods / Procurement risk / Guarantees

- (1) Changes to the supplied goods, in particular in respect of material and design, are specifically permitted in the context of technical progress.
- (2) The agreed nature and condition of the goods are only as per the product description in the confirmation of order, the system descriptions or our product information. We are only liable in respect of the suitability of the goods for specific purposes of use if this suitability has been expressly agreed. Insofar as the parties have agreed on a quality in respect of the object of sale, objective requirements for the object of sale shall not apply in this respect.
- (3) We do not assume any procurement risk and we assume no guarantees of any kind unless a specific written agreement regarding these has been concluded with the customer.
- (4) Components, construction elements and modules which are procured in accordance with customer's specification or are provided by the customer must comply with the applicable international, European and national statutory provisions including in particular in respect of environmental protection, substance bans and restrictions. Testing the selection of these components is the customer's responsibility.

IX. Liability for defects

- (1) The customer is obliged to examine the goods immediately after delivery and to inform us immediately and in writing of existing defects. Defects about which a late complaint is made are excluded from liability for defects. Notifications of defects which are asserted to field workers, transport companies or other third parties are not deemed to be correct notifications.
- (2) In the event that the goods must be returned to us because of a defect, this can only take place with our prior agreement. We do not need to accept consignments which are returned to us without our prior agreement. In this case, the customer is responsible for the costs of returning the consignment.
- (3) If the complaint is justified, at our discretion we will improve the goods free of charge or make a new delivery of non-defective goods, insofar as this does not represent a disproportionate burden for us.

- (4) The customer shall give us the opportunity to remedy the defect twice within a reasonable period of time.
- (5) Claims by the customer on the grounds of costs necessary to effect subsequent performance, in particular costs relating to transport, travel, work and materials, are excluded insofar as the costs increase because the object of the delivery was subsequently transferred to a place other than the customer's establishment.
- (6) We are not responsible for installation and removal costs relating to subsequent performance in respect of the defective product.
- (7) In the event of the sale of a newly-manufactured item, to the extent of our legal obligation we shall refund the expenses paid by the customer within the scope of recourse claims in the supply chain.
- (8) Liability for all damage is excluded unless specified in the above provisions, including insofar as the damage has not occurred to the object of delivery itself. This excludes damage which has occurred due to intent or gross negligence on the part of our owners, executive staff or vicarious agents or resulting from culpable infringement of a cardinal obligation. However, in the latter case, liability is only accepted for typical, foreseeable damage. Cardinal obligations are deemed to be obligations whose fulfilment enables the proper fulfilment of the contract in the first place and in whose compliance the customer may trust on a regular basis.
- (9) Furthermore, the exclusion of liability shall not apply in cases in which, given defects in the object of delivery, liability exists in respect of harm to life, body or health or by material damage caused by privately used objects.
- (10) All claims on the part of the customer – for whatever legal reasons – shall expire after 12 months; this shall also apply to the limitation of recourse claims in the supply chain in accordance with clause 445b para. 1 BGB. The expiry suspension under clause 445b para. 2 BGB remains unaffected; it ends at the latest five years after the date on which the supplier delivered the item to the sellers. These provisions regarding the limitation of recourse claims and the suspension of expiry do not apply if the last contract in this supply chain is a purchase of consumer goods. If the claim is for compensation for damage to body or health or if the damage was caused intentionally or by gross negligence on our part or on the part of our vicarious agent, then the statutory limitation periods shall apply. They shall also apply to defects in a building or to delivery items which have been used for a building in accordance with their customary use and have caused its defectiveness.

X. Overall liability / Product liability

- (1) Regardless of the nature of the asserted claim, any further liability other than that provided for in para. IX. is excluded. In particular, this applies to claims for damage resulting from culpa in contrahendo at the time of conclusion of the contract, on the grounds of other breaches of obligation or of tortious claims for material damage in accordance with clause 823 BGB.
- (2) The limitation in accordance with para. (1) also applies insofar as the customer, in place of a claim for damages instead of performance, calls for compensation for useless expenditure.
- (3) Insofar as we are liable to pay compensation for a defect according to the provisions of the Product Liability Act (ProdHaftG), the extent of liability is exclusively subject to the regulations of this act. Any further liability requires specific written agreement.

XI. Compliance with export control regulations

- (1) The customer undertakes to comply with the applicable provisions of national and international (re-)export control law when forwarding to third parties the goods delivered by us or the work and services provided by us.
- (2) Before forwarding to third parties the goods delivered by us or the work and services provided by us to third parties, the customer shall in particular check and ensure by suitable measures that
 - he does not violate any embargo imposed by the European Union, the United States of America and/or the United Nations - also taking into account any restrictions on domestic transactions and any prohibitions relating to circumvention - by such transfer to third parties or by providing other economic resources in connection with our goods, work and services;
 - such goods, works and services are not intended for any prohibited or authorised usage relevant to armaments, nuclear or weapons technology unless any necessary authorisation and permits have been obtained;
 - the regulations relating to all relevant sanctions lists of the European Union and the United States of America concerning business transactions with companies, persons or organisations named therein are complied with.
- (3) The customer shall also oblige his sub-suppliers to comply with and implement the requirements of the export control regulations and monitor their compliance by appropriate means.
- (4) Insofar as necessary for the carrying out of export control inspections by authorities or by us, the customer shall, upon request, immediately provide all information regarding the final recipient, the final destination and the intended use of the goods delivered by us or the work and services provided by us as well as any export control restrictions applicable in this respect.
- (5) The customer shall fully indemnify us against all claims asserted against us by authorities or other third parties relating to the customer's failure to comply with the above export control obligations, and he undertakes to

compensate us for all damage and expenses incurred by us in this connection.

XII. Withdrawal

- (1) If the delivery or performance subsequently becomes impossible for reasons for which we are responsible, the customer is entitled to withdraw from the contract. In the event of partial impossibility, he is entitled to withdraw in respect of the part of the contractual performances whose fulfilment has become impossible. If partial fulfilment of the agreement is of no further interest for the customer, he can withdraw from the contract completely. In such cases, the customer is only entitled to compensation as per the pre-conditions stated in paras IX. and X.
- (2) If we are not responsible for the impossibility of fulfilling the contract, then insofar as is economically feasible, the contract will be amended by mutual agreement, otherwise both parties can withdraw from the contract partially or completely. If the contractor is not responsible for the impossibility of fulfilment of the contract, then the contract shall be adapted by mutual agreement insofar as this is economically justifiable, otherwise both contracting parties may withdraw from the contract in whole or in part.

XIII. Data protection

- (1) REDUR and the customer undertake to comply with the Federal Data Protection Act and other provisions of data protection law which processing personal data requires in the context of the provision of services and to take the necessary technical and organisational measures for data security. Personal data of which the parties become aware shall be processed exclusively for the purpose of handling the contractual relationship and shall never be passed on, sold or made available to third parties for other purposes.
- (2) If personal data are passed on to affiliated companies within the meaning of clauses 15 ff. AktG (German Stock Corporation Act) or third parties, the contracting parties shall limit themselves to the information necessary for the provision of the respective services. The respective recipient may only use these personal data to provide the requested service or to carry out the necessary transaction performed on behalf of the contracting party. In doing so, the recipients are obliged to comply with the data protection laws.

XIV. Place of jurisdiction / Applicable law

- (1) Insofar as the customer is a business person, the exclusive place of jurisdiction is the registered office of our company; however, we are entitled to assert our claims at any other permissible place of jurisdiction.
- (2) These terms and conditions of delivery apply solely to entrepreneurs. For this reason we are not obliged to participate in dispute resolution proceedings before a consumer arbitration board and are also not prepared to do so.
- (3) German law (BGB/HGB) is exclusively applicable. The provisions of the Vienna UN Convention dated April 11, 1980 relating to contracts for the International Sale of Goods (UN Sales Convention) are excluded.

XV. Partial invalidity

If individual clauses in these general terms of sale are or become legally invalid, this shall not affect the effectiveness of the remaining provisions; the same applies to the filling of gaps in these general terms of sale.

XVI. Corporate responsibility

As part of our corporate responsibility we have committed ourselves to the Phoenix Mecano Group's Code of Conduct, which can be viewed at phoenix-mecano.ch/de.

XVI.

The English-language version of these terms and conditions of delivery and payment is provided for reference purposes only. The German-language version has sole legal validity.

Dated 06/2023

