

GENERAL TERMS AND CONDITIONS

1. SCOPE OF VALIDITY, GENERAL

These General Terms and Conditions are an integral part of all offers and contracts – including for all future business – and apply exclusively for all deliveries and services of Oelschläger Metalltechnik GmbH, hereinafter referred to as OMT, unless other terms and conditions are expressly accepted in writing. Any deviation from the content of these General Terms and Conditions requires at least text form. These General Terms and Conditions shall also apply if a delivery is made or service is rendered without reservation in the knowledge of conflicting or deviating terms and conditions of the Customer. By accepting the delivery in knowledge of these General Terms and Conditions, the Customer expresses his acceptance thereof.

Entrepreneurs within the meaning of these General Terms and Conditions are natural or legal persons or partnerships with legal capacity who are acting in the exercise of their commercial or independent professional activity when concluding legal transactions.

2. TENDER AND DESIGN DOCUMENTS, CONCLUSION OF CONTRACT

Offers, cost estimates, price lists and other documents submitted by OMT are subject to change and only become binding, including the prices stated therein, with the express acceptance by OMT – at least in text form – of the contractual offer emanating from the Customer. The text form requirement is also satisfied if the declaration of acceptance is submitted by e-mail and without OMT's signature. Subsidiary agreements, supplements and amendments to the contract must also be made in text form. Instead of a written declaration of acceptance, OMT may issue an invoice with the corresponding content.

OMT retains ownership of and copyright to all offer, draft and other technical documents (e.g. drawings, calculations, verifications of calculations, construction proposals and cost estimates). Without OMT's consent, these documents may not be used in any other way, in particular not copied or made accessible to third parties. If the order is not placed, the documents must be returned to OMT immediately or destroyed.

All necessary approvals of a regulatory or other nature must be obtained by the Customer and made available to OMT in due time. OMT will make documents required for this purpose available to the Customer on request.

3. EXECUTION DEADLINES AND DATES

Where as OMT does not expressly agree on a delivery or performance time or execution time, all information is only approximate and based on the conditions known at the time of the order; the relevant time is stated to the best of OMT's knowledge, but is non-binding. OMT is entitled to make partial deliveries to a reasonable extent after giving notice of doing so.

OMT shall not be responsible for delays in delivery and performance due to events that make delivery significantly more difficult or impossible for OMT – including in particular natural disasters, strikes, lock-outs, official orders etc. and in particular also if they affect suppliers of OMT – even cases of bindingly agreed periods and dates. Such events entitle OMT

to postpone the delivery or performance for the duration of the impediment plus a reasonable start-up time or, insofar as the delay is not due to strike or lockout, to withdraw from the contract in whole or in part owing to the part not yet fulfilled. If the impediment lasts longer than one month, the Customer shall also be entitled, after setting a reasonable grace period, to withdraw from the contract owing to the part not yet fulfilled.

Compliance with the delivery obligation presupposes the timely and proper fulfilment of the Customer's obligations.

When notification of readiness for dispatch is given by OMT, the transfer of risk for the loss or deterioration of the goods passes to the Customer. In addition, if the Customer does not immediately arrange for the collection of the goods, OMT reserves the right to charge the costs of storage to the Customer.

4. PRICES AND TERMS OF PAYMENT

All prices are ex-works, Incoterms® 2020, excluding packaging and VAT, unless expressly stated otherwise. The costs for packaging may be invoiced separately to the amount of a reasonable lump sum. Value added tax shall be shown separately on the invoice at the statutory rate applicable on the date of delivery.

Unless otherwise agreed between OMT and the Customer, the terms of payment are 30 days from invoicing, net and without deduction.

If an agreement is made between OMT and the Customer that delivery of the goods be undertaken by forwarding agencies commissioned by OMT, the commissioning shall be in the name of and on behalf of the Customer, who is thus the contractual partner and invoice recipient of the forwarding agency providing the service. OMT accepts no liability for the recipient of the delivery. Section 10 of the German Freight Forwarders' Standard Terms and Conditions (ADSp) shall not apply.

Surcharges shall be made for all overtime, night-time, Sunday or public holiday hours ordered by the Customer and for work under particularly difficult conditions.

If there is a period of more than four months between the conclusion of the contract and the agreed delivery and performance time or execution time and if the prices of OMT's suppliers increase during this period, OMT shall be entitled to adjust the agreed price on expiry of four months from conclusion of the contract. In respect of entrepreneurs, OMT is entitled to do so on expiry of six weeks from conclusion of the contract. In all cases OMT will provide evidence of the price increases on request.

Any deduction of a discount or any other change in the terms of payment shall require a special agreement which must be in at least text form.

OMT is entitled to demand advance payments to a reasonable extent (e.g. in the case of cost-intensive special productions or where the credit insurance limit is exceeded). In such cases, the order will only be processed after payment has been received.

Offsetting against claims of OMT and the exercise of rights of retention is only permissible on the basis of undisputed or legally established counterclaims.

OMT is entitled to assign claims from business relations.

The payment substitutes bill of exchange and cheque are not accepted by OMT. All other bank charges – initiated by the Customer – shall be borne by the Customer.

Payments shall always be credited against the oldest debt, irrespective of any provisions of the Customer to the contrary. If costs of recovery and interest claims have already been incurred, payments will first be credited against the costs, then against the interest and finally against the principal claim.

Where deferment or payment by instalments has been agreed with the Customer, the claim shall become due in full without consideration of this agreement if the Customer is in default with the agreed payments, if the financial circumstances of the Customer deteriorate considerably, if it disputes OMT's claim, if it loses its credit limit with a trade credit insurer or if it is otherwise at risk. In the event of a significant deterioration of the Customer's financial circumstances after conclusion of the contract, OMT shall furthermore be entitled to make performances not yet rendered dependent on the prior payment of the remuneration or the provision of appropriate securities. If the Customer does not comply with the obligation to perform in advance due to deterioration of assets, OMT may withdraw from the contract after setting an appropriate deadline or, insofar as the Customer is responsible for the deterioration of his assets, demand compensation instead of performance. Payments by the Customer shall always be credited in accordance with section 366 German Civil Code (BGB). If there are cost or interest claims in addition to a principal debt, the payment shall always be credited first to the costs, then to the interest and only then to the principal debt.

5. CANCELLATION AND RETURNS

Cancellation of the order or part thereof is only possible on request and with OMT's consent. The request and the consent must at least be in text form. In this case, OMT reserves the right to charge the Customer costs for the cancellation to a reasonable extent.

Returns as a result of incorrect dispositions will only be accepted with OMT's consent at least in text form. Returns are deemed to be in order if the goods can be sent to OMT carriage paid and received by OMT free of defects, correctly packaged and with all necessary papers.

Custom-made products manufactured according to the Customer's wishes are excluded.

6. RESERVATION OF TITLE

OMT retains ownership of all delivery items until full payment is received of all claims existing from the business relationship. The retention of rights of title in comprehensive form (simple, extended and prolonged retention of title) applies to all present and future deliveries of goods.

The Customer is obliged to treat the reserved goods with care and in particular to insure the goods at his own expense against damage by fire, water and theft at replacement value. Insofar as maintenance and inspection work is necessary, the Customer must carry this out regularly at his own expense.

The Customer must inform OMT immediately, at least in text form, of attempts of seizure or other interventions by third

parties on the goods subject to retention of title in order that OMT can take countermeasures. The Customer must object to attempts of seizure, giving reference to the reserved ownership by OMT.

If the Customer acts in breach of contract, in particular if he is in default of payment or in breach of the obligations incumbent upon him in accordance with the aforementioned paragraphs, OMT shall be entitled to withdraw from the contract and to demand the return of the goods.

Where the delivery items have become essential components of a property owned by the Customer and the Customer is in non-compliance with the agreed payment dates, he must allow OMT to dismantle those items that can be removed without significant impairment of the building structure and to take back ownership of those items. The costs of dismantling and other costs shall be borne by the Customer.

If delivery objects are firmly joined to another object, the Customer shall, where claims or co-ownership result from this, transfer his claims or co-ownership of the new object to OMT to the amount of OMT's claim. As long as he is not in default of payment, the Customer may resell the reserved goods in the ordinary course of business under his general terms and conditions. He is obliged to agree to a retention of title.

The Customer assigns to OMT all claims and ancillary rights already now, in the full amount that accrue to it against its purchaser or third parties from a sale of the goods subject to retention of title or for any other legal reason, irrespective of whether the sale is to one or multiple purchasers. If the goods subject to retention of title are sold following remodelling, combination, mixing or processing with other goods that are not the property of OMT, the assignment shall take place only to the amount of OMT's co-ownership in the sold item or the sold stock.

Until revocation, the Customer is entitled to collect the claims assigned to OMT without this affecting OMT's authority to also collect the claim itself. OMT undertakes not to collect the assigned claims itself as long as the Customer meets its payment obligations from the proceeds collected, is not in default of payment and no application for the opening of insolvency proceedings has been filed, nor has a cessation been made to payments. If however the aforementioned prerequisites apply, OMT shall be entitled to revoke the direct debit authorisation of the Customer and to demand that the Customer inform OMT of the assigned claims and their debtors, provide all information necessary for collection, hand over the relevant documents and inform the debtors of the assignment. If necessary, OMT may notify the debtors itself.

7. LIABILITY FOR DEFECTS, LIMITATION PERIOD

Delivered goods must be inspected by the recipient immediately on receipt and any deviations in quantity and quality and any obvious defects must be reported immediately. Any complaints must be notified in at least text form within eight days of receipt of the goods. If a material defect or defect of title becomes apparent at a later date, this must be reported by the Customer in at least text form within eight days of its becoming apparent.

If the Customer fails to give timely notification of defects, OMT shall be released from any liability with regard to these defects. Defective goods must be stored properly and may no longer be processed or installed. If this nevertheless happens, OMT shall be released from any liability obligation for defects and shall also not be liable for any consequential damage caused by the defects. If it turns out on examination of the goods that the notification of defect was unjustified and/or is not due to defectiveness in the performance of OMT, the Customer shall be obliged to bear all expenses of OMT connected with the examination of the alleged defectiveness (e.g. travel costs/time expenditure/inspection costs). Insofar as properties or other conditions of the goods are attributable to wishes or other information – in particular faulty

information – of the Customer, OMT shall be released from any liability for defects.

The quality shall be determined exclusively in accordance with the agreements made and any product descriptions of the manufacturer. Public statements, promotions or advertising by the manufacturer do not constitute an authoritative quality description.

In the event of the demonstrable existence of material defects or defects of title notified in good time, OMT shall rectify (remove the defects) or perform subsequent delivery of a defect-free item, at its discretion. If subsequent delivery is granted, OMT can demand return of the defective item from the Customer in accordance with sections 346-348 BGB. If the subsequent delivery or rectification are unsuccessful, the Customer shall only have the right to rescind the contract (withdrawal) or reduce the price (reduction). Where OMT has assumed a warranty or in cases of intent or gross negligence on the part of OMT or its vicarious agents, OMT shall also be liable for damages within the framework of the statutory provisions. Reference to standards or regulations does not imply any guarantee of compliance therewith.

Any claims against OMT for liability for defects are due only to the Customer and cannot be assigned. They shall become statute-barred within one year of delivery in the case of purchase contracts and within one year of acceptance in the case of contracts whose decisive content is the production of a work. This time limit does not apply in the event of fraudulent conduct on the part of OMT.

The Customer is not entitled to refuse acceptance due to insignificant defects. If the Customer refuses acceptance without justification, acceptance shall be deemed to have taken place on expiry of two weeks from delivery.

8. GENERAL LIMITATION OF LIABILITY

In addition to the liability for defective deliveries and services, OMT shall only be liable for all other legal reasons where there is wilfulness, gross negligence or serious organisational fault. Insofar as there is a breach of essential contractual obligations or a warranty has been assumed, OMT shall be liable for any fault. However, liability for these cases shall be limited to the compensation level of OMT's liability insurance. A corresponding confirmation of insurance will be provided to the Customer at his express request. At the request of the Customer, OMT will arrange for increased cover of liability insurance at the Customer's expense.

In the event of damage arising from injury to life, limb or health, OMT shall be liable without limitation for any negligent breach of duty. The above limitations of liability also do not apply to claims based on the provisions of the Product Liability Act (Produkthaftungsgesetz).

9. DATA PROTECTION

Personal data is always processed in accordance with the General Data Protection Regulation and in compliance with the country-specific data protection provisions applicable to OMT. OMT's privacy policy can be accessed at any time at: <https://www.oelschlaeger.de/en/privacy-policy/>

10. AMENDING CLAUSE

Owing to possible changes in the law, changes in the supreme court jurisdiction, technical changes or developments, regulatory gaps in the General Terms and Conditions, changes in the market conditions or changes in economic conditions, OMT is entitled to revise and adapt the present General Terms and Conditions also with effect for existing contracts. The changes shall be deemed to have been approved if the Customer does not object to them in text form at the latest eight weeks after receipt of the change notification.

If an objection is raised to the amendment to the General Terms and Conditions in due time, OMT may terminate the contractual relationship in compliance with the applicable notice period.

11. PLACE OF PERFORMANCE, PLACE OF JURISDICTION AND APPLICABLE LAW

The place of performance for all rights and obligations is Hoya.

The place of jurisdiction for all disputes, insofar as the Customer is an entrepreneur, a legal entity under public law or a special fund under public law, is the place of business of OMT. OMT is entitled to sue the Customer alternatively at his registered office.

This agreement is governed by the law of the Federal Republic of Germany to the exclusion of the UN Convention on Contracts for the International Sale of Goods (CISG).

12. OTHER AGREEMENTS

Information on the processing, use and application possibilities of the deliveries and services, technical advice and other information provided by OMT are given to the best of OMT's knowledge, but entirely without obligation and without any liability, unless OMT contractually undertakes to provide advice or expressly guarantees the existence of certain properties of products.

Dimensions given are subject to the tolerances customary in the industry.

Should individual provisions of these General Terms and Conditions be or become invalid, the validity of the remaining provisions shall remain unaffected. In this case, the Customer and OMT shall be obliged to replace the ineffective provision with a provision that comes as close as possible to their economic intentions. The same shall apply in the case of a loophole. In all other respects, the statutory provisions shall apply.

Dated: 01.04.2023