

General Conditions of Sale

§1 Scope of Application	2
§2 Compliance with Legal Provisions / Duty to Raise Concerns	2
§3 Conclusion of Contract.....	2
§4 Delivery Dates	3
§5 Shipping / Transfer of Risk / Transport Pallets	4
§6 Obstacles / Impossibility.....	4
§7 Defect Claims	5
§8 Damages / Product Liability.....	6
§9 Prices / Payment Terms	6
§10 Retention of Title	7
§11 Confidentiality / Data Protection.....	8
§12 Copyright / Publication / Advertising	8
§13 Miscellaneous	8

§1 Scope of Application

- (1) These terms and conditions of sale form part of all contractual agreements of Helmut Rübsamen GmbH & Co. KG (hereinafter referred to as “Rübsamen”), in the context of the sale of goods, as well as the provision of services and work performances. They apply only to businesses, legal entities under public law, or special funds under public law pursuant to § 310 BGB.
- (2) The inclusion of general terms and conditions of the contracting party (hereinafter referred to as “Client”), in particular purchasing terms, is hereby expressly rejected. They do not become part of the contract unless Rübsamen has expressly agreed to their validity in writing.
- (3) All agreements between Rübsamen and the Client for the amendment or execution of the contract must be documented in written form for evidentiary purposes. This also applies to supplements to the contract. Such agreements in written form can only be revoked in written form for the individual case.
- (4) Rübsamen’s terms and conditions of sale apply to the entire business relationship with the Client and are independent of the conclusion of individual contracts. They also apply to future contracts. Rübsamen is entitled to amend these terms and conditions of sale with effect for the future business relationship with the Client following appropriate notification. Notification will be given in writing. If the Client does not object to the notified changes in writing within 4 weeks after receipt of the notification, the modified terms and conditions shall be deemed accepted. Rübsamen will expressly draw the Client’s attention to this legal consequence in the notification.

§2 Compliance with Legal Provisions / Duty to Raise Concerns

- (1) The Client is obliged to comply with the applicable laws, regulations, and official requirements.
- (2) The Client is obliged to immediately notify Rübsamen in writing of any concerns regarding the intended method of execution, missing documents, or the performance of other contractors. By placing the order, the Client acknowledges that they have reviewed the available documents to inform themselves about the type of execution and scope of performance. Rübsamen is not bound by obvious mistakes, clerical errors, or miscalculations in documents submitted by Rübsamen.

§3 Conclusion of Contract

- (1) Offers by Rübsamen are non-binding.
- (2) Advertising brochures issued before the offer are subordinate to the service description in Rübsamen’s offer, unless expressly designated as binding and having priority. In the event of contradictions between the service description and the aforementioned documents, the service description shall prevail. If drawings and plans form the basis for production or delivery, pictorial representations (drawings, plans, etc.) shall take precedence over textual descriptions in case of discrepancies. If Rübsamen produces a sample at the Client’s request and it is approved by the Client, the sample shall determine the contractual quality. Implicit approval, e.g. by authorizing production,

is sufficient. Otherwise, samples presented by Rübsamen for inspection purposes shall not constitute a binding determination of quality. In remaining doubtful cases, the parties shall jointly resolve any ambiguities.

- (3) Orders placed by the Client must be in written form. The same applies to verbal side agreements, deviations in quality and quantity from the content of the order, as well as subsequent amendments and supplements. In individual cases, order standards, drawings (including tolerance specifications), and other contractual documents provided by Rübsamen shall be binding.
- (4) Orders should be placed within three working days after receipt of the offer. By placing the order, the Client acknowledges that they have reviewed the available documents regarding the type of execution and scope of performance. Rübsamen is not bound by obvious mistakes, clerical errors, or miscalculations in the order itself or in documents, drawings, and plans provided by Rübsamen. The Client is obliged to inform Rübsamen of such errors. The same applies to missing details or documents.
- (5) The contract is concluded only upon confirmation of the Client's order by Rübsamen in written form.

§4 Delivery Dates

- (1) Delivery dates and deadlines are binding only if expressly agreed in the individual case. The delivery period begins on the day of Rübsamen's order confirmation, but not before all details concerning contract execution have been fully clarified. If contractual amendments are agreed upon later, the delivery date or deadline shall be adjusted accordingly.
- (2) If Rübsamen is wholly or partially in default of delivery, the Client must grant Rübsamen a reasonable grace period and may terminate the contract after its expiry. A grace period is not required if Rübsamen seriously and definitively refuses delivery or if there are circumstances making a grace period unreasonable for the Client.
- (3) Claims for damages due to delayed delivery are excluded unless the delay was caused intentionally or by gross negligence on the part of Rübsamen; in the case of slight negligence, Rübsamen is liable only for foreseeable damages typical of the contract.
- (4) Proper and timely self-supply remains reserved. This does not apply if Rübsamen is culpably responsible for the failure to deliver.
- (5) Partial deliveries are permitted unless otherwise expressly agreed.

§5 Shipping / Transfer of Risk / Transport Pallets

- (1) Unless otherwise agreed in writing, shipment shall be made ex works Bad Marienberg by Rübsamen at the Client's expense and risk, with Rübsamen reserving the right to select the mode of transport, subject to the Client's instructions.
- (2) Risk passes to the Client upon transfer to the carrier or freight forwarder, but no later than when the goods leave the factory. If Incoterms are referenced, the clauses in the version applicable at the time of contract conclusion shall apply. Goods declared ready for dispatch must be called off without delay; otherwise, Rübsamen is entitled to store them at the Client's expense and risk at its discretion and to charge them as delivered ex works.
- (3) If shipment is delayed due to circumstances caused by the Client and not attributable to Rübsamen, the risk shall pass to the Client from the day the goods are ready for dispatch.
- (4) For supplied Euro pallets, the Client must return defect-free Euro pallets in exchange; otherwise, these will be invoiced separately. If other pallet systems are used, the regulations and procedures prescribed for those systems shall apply. If the Client fails to comply, any resulting costs shall be borne by the Client.

§6 Obstacles / Impossibility

- (1) Events of force majeure entitle Rübsamen to postpone delivery or performance for the duration of the hindrance plus a reasonable restart period. In addition, Rübsamen has the right to terminate the contract in such cases. Force majeure includes strikes, lockouts, and other circumstances not attributable to Rübsamen that significantly hinder or render delivery or performance impossible, such as fire, machine breakdown, shortage of raw materials, traffic disruptions, etc., regardless of whether they occur at Rübsamen or its suppliers. In this case, the Client may request Rübsamen to declare whether it intends to terminate the contract or to deliver/perform within a reasonable period. If Rübsamen does not declare within a reasonable period, the Client may terminate the contract. Compensation for services not yet rendered is excluded in both cases.
- (2) If circumstances arise after conclusion of the contract, particularly due to national or international foreign trade regulations, embargoes, and/or other sanctions, making performance impossible for Rübsamen, contractual obligations shall be suspended until such obstacles no longer exist. If the obstacles last longer than eight weeks, either party may terminate the contract without mutual claims for damages.
- (3) If delivery becomes impossible due to reasons attributable to Rübsamen, the Client may, without prejudice to its right of termination, claim damages limited to up to 20% of the net price of the undeliverable part, at least the typical contractual damage. This limitation does not apply in cases

of intent, gross negligence, or injury to life, body, or health. This regulation does not imply a reversal of the burden of proof to the Client's disadvantage.

§7 Defect Claims

- (1) The Client's claims for defects are governed by the statutory provisions of German purchase law, subject to the following agreements.
- (2) The specification of the contractual object is determined by Rübsamen's order confirmation or the service description contained in Rübsamen's offer. In case of doubt, the technical description shall prevail.
- (3) Rübsamen provides a warranty only if expressly agreed in writing and designated as a "guarantee."
- (4) The Client's defect claims require compliance with the inspection and notification obligations pursuant to § 377 HGB.
- (5) If a defect exists, Rübsamen is entitled to supplementary performance (at Rübsamen's choice, elimination of the defect or delivery of a defect-free item). The Client may not remedy defects itself or through third parties without prior consent from Rübsamen. Costs for such work will not be borne by Rübsamen.
- (6) In case of defect rectification, Rübsamen must bear all expenses necessary for this purpose, unless they increase because the goods were moved to a place other than the place of delivery or the contractually agreed destination. Costs for dismantling defective goods or installing replacements are not covered by the supplementary performance claim.
- (7) The Client's claims for defects become time-barred within one year from the transfer of risk. This does not apply if the goods were intended for use in a building and caused its defectiveness.
- (8) The limitation period in the case of recourse pursuant to §§ 478, 479 BGB remains unaffected. It is five years from delivery of the goods to the Client.
- (9) Except for claims for damages and product liability regulated below, further claims by the Client – regardless of legal grounds – are excluded. Rübsamen is not liable for damages not arising from the delivery item itself, especially lost profit or other financial losses of the Client.
- (10) For the delivery of series parts produced according to the Client's specifications, drawings, or outside Rübsamen's standard dimensions, excess or short deliveries of up to 10% shall not constitute a defect.

§8 Damages / Product Liability

- (1) Claims for damages and reimbursement of expenses by the Client, regardless of legal grounds, especially arising from breach of obligations not related to warranty rights, do not exist.
- (2) This does not apply where liability is based on mandatory legal provisions, particularly under the Product Liability Act, in cases of intent or gross negligence, injury to life, body, or health, or breach of essential contractual obligations.
- (3) Essential contractual obligations are those expressly agreed as such. In addition, essential are obligations relating to delivery and, where applicable, installation of the defect-free contractual object, as well as advisory, protective, and custodial obligations that enable the Client to use the delivery item in accordance with the contract. In case of breach of essential contractual obligations, the damage claim is limited to foreseeable damages typical of the contract, unless intent, gross negligence, or injury to life, body, or health is involved. This does not imply a reversal of the burden of proof to the Client's disadvantage.

§9 Prices / Payment Terms

- (1) Unless otherwise agreed in writing, prices are ex works Bad Marienberg, excluding packaging and transport costs, which must be paid separately. Statutory VAT is not included in the prices; it will be shown separately on the invoice at the applicable statutory rate on the invoice date.
- (2) Unless otherwise agreed, the Client may deduct a 2% discount for payments credited to Rübsamen within eight calendar days from the invoice date. Otherwise, payment is due without deductions within 30 days after receipt of the invoice.
- (3) All claims of Rübsamen become due immediately if payment terms are not met or if circumstances become known that are likely to reduce the Client's creditworthiness. Rübsamen is then entitled to perform outstanding deliveries or services only against advance payment. In this case, Rübsamen is further entitled, after setting a reasonable deadline, to terminate the contract. In case of termination, the Client owes Rübsamen 25% of the net invoice amount for outstanding deliveries or services. If Rübsamen proves higher damages, such damages must be compensated. The Client is entitled to prove that no or lesser damage has occurred.
- (4) Rübsamen is entitled to statutory rights of set-off and retention.
- (5) If tools are manufactured by Rübsamen for the production of deliveries to the Client, the Client shall bear proportional tool costs according to contractual agreements. These are payable immediately upon receipt of a prototype. Ownership of such tools remains with Rübsamen. If exclusivity is contractually assured by Rübsamen, this refers exclusively to the tools. Rübsamen is only obliged to manufacture exclusively for the Client if expressly agreed in text form.

§10 Retention of Title

- (1) Until full payment of all present and future claims of Rübsamen arising from the contract and ongoing business relationship (secured claims), Rübsamen retains ownership of delivered goods. In case of contractual breach by the Client, particularly default in payment, Rübsamen is entitled to reclaim the goods. Repossession by Rübsamen does not constitute withdrawal from the contract unless expressly declared in writing. Seizure of goods by Rübsamen always constitutes withdrawal. After repossession, Rübsamen is entitled to utilize the goods, with proceeds offset against the Client's obligations minus reasonable utilization costs.
- (2) The Client must handle the goods with care and insure them at their own expense against fire, water, and theft at replacement value. Required maintenance and inspections must be carried out timely at the Client's expense.
- (3) In case of seizure or third-party intervention, the Client must immediately notify Rübsamen in writing to allow opposition action pursuant to § 771 ZPO. If the third party cannot reimburse Rübsamen for judicial and extrajudicial costs, the Client is liable for the loss.
- (4) The Client may resell goods in the ordinary course of business. However, the Client hereby assigns to Rübsamen all claims in the amount of the final invoice value (including VAT) arising from resale to its customers or third parties, regardless of whether the goods were sold as-is or after processing. The Client remains authorized to collect such claims after assignment as long as it meets its payment obligations, is not in default, and no insolvency proceedings have been filed or suspension of payments exists. If this is the case, Rübsamen may require the Client to disclose assigned claims and debtors, provide necessary information, hand over documents, and notify debtors (third parties) of the assignment.
- (5) Processing or transformation of goods by the Client shall always be carried out for Rübsamen. The Client's expectant right continues in the transformed goods. If goods are processed with other goods not owned by Rübsamen, Rübsamen acquires co-ownership of the new goods proportionate to the objective value of Rübsamen's goods to the other processed goods at the time of processing. Otherwise, the same provisions apply to the transformed goods as to goods delivered under retention of title.
- (6) If goods are inseparably combined with other goods not owned by Rübsamen, Rübsamen acquires co-ownership of the new goods proportionate to the objective value of Rübsamen's goods to the other goods at the time of combination. This does not apply if the new item is legally classified as the principal item or an essential component. If the Client's goods are deemed the principal item, the Client shall transfer co-ownership proportionately to Rübsamen. The Client shall hold sole ownership or co-ownership for Rübsamen.

- (7) Rübsamen undertakes to release securities at the Client's request insofar as the realizable value of securities exceeds the secured claims by more than 20% or the nominal amount by more than 50%. The choice of securities to be released rests with Rübsamen.

§11 Confidentiality / Data Protection

- (1) The Client is obliged to keep strictly confidential all technical and commercial information received from or about Rübsamen during contract performance. Such information may only be disclosed to third parties with Rübsamen's consent. This duty of confidentiality continues after completion of the contract. It does not apply to information already known to the Client at receipt or publicly accessible.
- (2) The Client must comply with statutory data protection provisions, including written employee obligations under § 5 BDSG. The Client must impose these obligations on all persons engaged in executing the contract.

§12 Copyright / Publication / Advertising

- (1) Rübsamen reserves ownership and copyright in all offers, cost estimates, drawings, and other documents. These may not be made accessible to third parties. This applies in particular to documents designated as "confidential." Prior written consent from Rübsamen is required before disclosure to third parties. Conversely, Rübsamen undertakes not to make Client's documents marked as "confidential" accessible to third parties without express consent.
- (2) Eine Auswertung oder Bekanntgabe der mit Rübsamen bestehenden Geschäftsbeziehungen in Veröffentlichungen oder zu Werbezwecken ist nur mit der ausdrücklichen vorherigen Zustimmung von Rübsamen zulässig.

§13 Miscellaneous

- (1) Place of performance for all services is Rübsamen's registered office, unless another delivery location is specified.
- (2) German law applies to the contractual relationship, excluding the UN Sales Convention.
- (3) If the Client is a merchant within the meaning of the German Commercial Code, a legal entity under public law, or a special fund under public law, the exclusive place of jurisdiction for all disputes arising from the contractual relationship is Rübsamen's registered office. However, Rübsamen is also entitled to bring action at the Client's place of jurisdiction.

- (4) Should individual provisions of these conditions be invalid or unenforceable, the remaining provisions shall remain valid. The parties are obliged to replace the invalid/unenforceable provision from the start with a provision as similar as possible in economic effect.