



SCHOELLERSHAMMER

General Terms and Conditions of Sale

§1 General / scope

- 1.1. These General Terms and Conditions of Sale (hereinafter referred to as "GTC") apply exclusively to all sale contracts and all our business relationships with our customers. The GTC shall only apply if the customer is an entrepreneur (Section 14 of the German Civil Code (*BGB*)), a legal entity under public law or a special fund under public law.
- 1.2. Our GTC shall apply exclusively. Any deviating, conflicting or additional terms and conditions of purchase of the customer shall only be binding if and to the extent that we have expressly agreed to their validity. This requirement of consent shall apply in any case, for example, even if the customer refers to its terms and conditions of purchase in its order and we do not explicitly object.
- 1.3. Legally relevant declarations and notifications by the customer (e.g. setting of deadlines, notifications of defects, declarations of withdrawal) must be made in writing. Written form within the meaning of these GTC includes e-mail. Statutory formal requirements remain unaffected.
- 1.4. These GTC shall apply in the version effective at the date of the customer's order or in any case in the version last provided to him as a framework agreement also for similar future contracts, without us having to refer to them again in each individual case.

§2 Offers and conclusion of contract

- 2.1. Our offers are not binding. Our written order confirmation shall be decisive. The type and volume of the contract shall be determined by this.
- 2.2. Oral agreements and additional agreements require our written confirmation to be legally effective.
- 2.3. The customer's order of the goods is a binding contractual offer.

§3 Delivery/delivery time/transfer of risk

- 3.1. Unless otherwise stated in the order confirmation, deliveries shall be made "ex works" (EXW in accordance with ICC INCOTERMS 2020).
- 3.2. The delivery time shall start with mailing of the order confirmation, but not before the customer has provided the documents, approvals and releases to be procured by him and not before receipt of the agreed advance payments. The delivery time shall be deemed to have been met if the goods have been made available for shipment or readiness for shipment has been notified.
- 3.3. Delivery time and delivery dates shall be extended by the time the customer is in default with his obligations to us.
- 3.4. An event of force majeure exists in the event of a sudden, unforeseeable event which is beyond our control, and which prevents us in whole or in part from fulfilling the contract. The delivery time shall be extended in the event of force majeure for the duration of the event. This applies in particular in the event of strikes, lockouts, blockades, import and export bans, traffic blocks, epidemics and pandemics, energy and raw material shortages, irrespective of whether they affect us or our sub-supplier.
- 3.5. Delay in delivery shall otherwise be determined in accordance with the statutory provisions. In any case, however, a reminder from the customer is required. In the event of a delay in delivery, the customer has the right to withdraw from the contract after he has set a reasonable deadline in writing and this deadline has expired without result.
- 3.6. The scope of delivery shall be determined by our order confirmation. We reserve the right to make changes that are required by improvements in technology or to legal requirements,

provided that the goods to be delivered are not significantly changed and the changes are reasonable for the customer.

§4 Warranty

- 4.1. The customer must inspect the goods without undue delay upon receipt. Obvious defects must be reported with undue delay, but at the latest within 10 days of receipt of the goods; hidden defects must be reported without undue delay after their discovery. If the customer fails to notify us, the goods shall be deemed to have been approved.
- 4.2. If there is a defect when the goods are handed over, we can choose whether we provide subsequent performance by remedying the defect or by delivering a defect-free item.
- 4.3. If we are not prepared or not able to remedy the defect or make a replacement delivery as described above, in particular if this is delayed beyond a reasonable period for reasons for which we are responsible or if subsequent performance fails in any other way, the customer shall be entitled to demand a reduction in price or withdraw from the purchase contract at his discretion. In the case of an insignificant defect, however, there is no right of withdrawal.
- 4.4. We shall bear or reimburse the expenses necessary for the purpose of inspection and subsequent performance, in particular transport, travel, labor and material costs, in accordance with the statutory provisions and these GTC, if a defect actually exists. Otherwise, we may demand reimbursement of the costs arising from the unjustified request to remedy the defect if the customer knew or could have recognized that there was in fact no defect.

§5 Retention of title

- 5.1. We reserve title to all goods delivered by us until the customer has paid all claims arising from the business relationship. The customer is not entitled to pledge the goods subject to retention of title or to assign them as security. The customer must notify us immediately of any seizure by third parties by sending us a copy of the seizure protocol.
- 5.2. Any treatment or processing of the delivered goods by the customer or his contractors shall be in our favor, contrary to the provisions of Section 950 BGB. In the event of combination and mixing, we shall acquire co-ownership in accordance with Sections 947, 948 BGB. In the event of resale of the goods subject to retention of title, the customer hereby assigns to us by way of security the purchase price claims to which he is entitled against his purchaser until all claims have been settled in full. Upon request, the customer is obliged to declare the assignment in a special document and to disclose his debtors. In addition to us, the customer shall remain authorized to collect the claims as long as he meets his payment obligations to us and we do not assert the retention of title.
- 5.3. In the event of suspension of payments or the opening of insolvency proceedings, the customer is no longer authorized to collect the assigned claims. The customer is obliged to inform us about the existence and amount of the assigned claims and to provide us with information about the debtor(s) upon request and to grant us access to the relevant accounts.
- 5.4. In the event of default of payment, the customer must inform us on request within 3 days about the stock of the goods owned by us and ensure that these goods are not processed or sold. After settlement of all claims, the ownership rights shall be transferred to the customer.
- 5.5. The customer must insure the goods against theft and fire until final payments.

§6 Prices and terms of payment

- 6.1. Unless otherwise agreed, our current prices EXW at the time the contract is concluded shall apply.
- 6.2. Unless otherwise agreed, prices are due and payable within 14 days of the invoice date and delivery with a 2% discount or within 30 days net of the invoice date and delivery. However,

we are entitled at any time, even in an ongoing business relationship, to make a delivery in whole or in part only against advance payment. We shall declare a corresponding reservation at the latest with the order confirmation.

- 6.3. Upon expiry of the above payment term, the customer shall be in default of payment. During the default, interest shall be charged on the price at the applicable statutory default interest rate. We reserve the right to claim further damages for default.
- 6.4. The customer shall only be entitled to rights of set-off or retention to the extent that his claim has been legally recognized by a final court ruling or is undisputed. Price adjustments are possible if there are more than 3 months between the conclusion of the contract and the agreed delivery date. If wages or procurement costs change after conclusion of the contract, we shall be entitled to adjust the price accordingly.

§7 Compensation/limitation of liability

- 7.1. Unless otherwise stated in these GTC, we shall be liable in the event of a breach of contractual and non-contractual obligations in accordance with the statutory provisions.
- 7.2. We shall be liable for damages - irrespective of the legal grounds - within the scope of fault-based liability in the event of intent and gross negligence.
- 7.3. In the event of simple negligence, we shall only be liable
 - (i) for damages resulting from injury to life, body or health;
 - (ii) for damages arising from the breach of a material contractual obligation, i.e. an obligation whose fulfillment is essential for the proper execution of the contract and on whose compliance the contractual partner regularly relies on and may rely on. In this case, however, our liability shall be limited to foreseeable and typically occurring damage.

§8 Assignment

We are entitled to assign our claims even without the customer's consent.

§9 Final provisions

- 9.1. The place of performance is Düren.
- 9.2. The place of jurisdiction is Düren if the customer is a merchant, a legal entity under public law or a special fund under public law.
- 9.3. The law of the Federal Republic of Germany shall apply. The UN Convention on Contracts for the International Sale of Goods (CISG) is excluded.
- 9.4. If single contractual provisions are not effective and void, this shall not affect the legal validity of the remainder of the contract.