

General Terms and Conditions of Sale and Delivery of Vetter GmbH

Blatzheimer Str. 10-12, D-53909 Zülpich – hereinafter referred to as "Vetter" or "we" or "us".

1. 1. Scope of Application

1.1 All our deliveries and services are provided exclusively based on these General Terms and Conditions of Sale and Delivery (hereinafter referred to as "Terms of Sale"). They are an integral part of all contracts concluded with our customers concerning deliveries or services offered by us. They also apply in their current version to all future deliveries or services, even if we do not specifically refer to their inclusion in individual cases.

1.2 Deviating, conflicting, or supplementary terms and conditions of the Customer or third parties shall only apply if we have expressly agreed to their validity in writing. This applies even if we refer to a letter containing the terms and conditions of the Customer or refers to such terms.

1.3 Additions and amendments to these Terms of Sale require written form to be effective. This requirement can only be waived in writing. Transmission via telecommunication means, in particular, by fax or email, satisfies the written form requirement, provided that a copy of the originally signed document is transmitted.

1.4 Individual agreements with the Customer (including side agreements, additions, and amendments) as well as information in our order confirmation take precedence over these Terms of Sale.

2. Conclusion of Contract

2.1 All our offers are non-binding and subject to change, unless otherwise stated in the respective offer. Orders or commissions from the Customer are considered binding contractual offers and can be accepted by us within three (3) weeks of receipt. A contract is only concluded through our written order confirmation and is exclusively based on the content of the order confirmation and these Terms of Sale. The transmission of the order confirmation by email or fax is sufficient to maintain the written form.

2.2 In the event of discrepancies between the order confirmation and these Terms of Sale, the provisions of the order confirmation shall take precedence.

2.3 Our details regarding the goods to be delivered (e.g., weight, dimensions, utility values, load-bearing capacity, tolerances, and technical data) as well as our depictions thereof (e.g., drawings and illustrations) are only approximately relevant, unless exact conformity is required for the usability for the contractually intended purpose. They are not guaranteed characteristics but descriptions or identifications of the goods to be delivered. Deviations typical for the industry and those resulting from legal regulations or representing technical improvements, as well as the replacement of parts with equivalent parts, are permissible providing they do not impair the usability for the contractually intended purpose.

2.4 We retain ownership of and/or copyright to all offers and cost estimates rendered by us, as well as to the drawings, representations, calculations, brochures, catalogues, models, tools, and other documents and aids provided to the Customer. The Customer may not make these items accessible to third parties, use them for purposes other than purchasing goods from us, or reproduce them without our express consent. Upon request, the Customer must return, in their entirety, such items and any copies thereof to us or destroy them. Such also applies if

these items are no longer required by the Customer in the ordinary course of business or if negotiations do not lead to the conclusion of a contract.

3. Prices and Payment Terms, Set-Off

3.1 The prices apply to the scope of delivery and services listed in the order confirmations. Additional or special services will be charged separately. Unless otherwise agreed, the prices are net in Euro, excluding packaging and shipping costs, statutory value-added tax, and excluding fees and other public charges; for export deliveries plus customs duties. If we have not agreed on a specific price with the Customer, the price is determined by our price list valid at the time of the contact was concluded.

3.2 If delivery or performance is rendered more than four (4) months after the conclusion of the contract and unforeseeable and unavoidable cost increases have occurred in relation to our deliveries and services since the conclusion of the contract, we are entitled, at our reasonable discretion, to pass on the higher costs by way of a relevant proportional increase in the agreed price.

3.3 Invoice amounts are payable within thirty (30) days of receipt of the invoice without deduction, unless otherwise agreed. The date of payment is determined by the receipt by us. If the Customer fails to render payment when due, they shall enter into default without the need for a reminder. In such a case, we are entitled to require the payment of default interest at the statutory rate. Such shall be without prejudice to the assertion of further default damages.

3.4 Set-off against counterclaims of the Customer is only permissible if such counterclaims are acknowledged by us, undisputed, legally established, or ready for decision. The Customer is only entitled to exercise a right of retention if their counterclaim is based on the same contractual relationship and has been acknowledged by us, is undisputed, or has been legally established. Such shall be without prejudice to the Customer's counterclaims in the event of defects.

3.5 Should we become cognizant of a significant deterioration in the financial situation of the Customer following the conclusion of the contract, we are entitled to render outstanding deliveries or services only against advance payment or security deposits. If these are not rendered even after a reasonable grace period, we may withdraw from the contract in whole or in part without prejudice to further rights.

4. Delivery and Delivery Time

4.1 If the parties have agreed that the goods are to be picked up, delivery of the goods is effected FCA (Zülpich, Germany) in accordance with Incoterms 2020, unless otherwise agreed. If the dispatch of the goods is agreed, delivery is effected CPT (agreed destination) in accordance with Incoterms 2020, unless otherwise agreed.

4.2 All delivery and service obligations are subject to correct and timely self-delivery, unless incorrect or delayed self-delivery is our responsibility.

4.3 Any deadlines and dates for deliveries and services promised by us are always approximate, unless a fixed deadline or date has been expressly agreed. If the dispatch of the goods has been agreed, the delivery deadlines and dates refer to the point in time at which the goods are handed over to the carrier, freight forwarder, or other third party commissioned with transport.

4.4 Notwithstanding our other rights, we may demand an extension of delivery and service deadlines or a postponement of delivery and service dates by the period during which the Customer fails to fulfil their contractual obligations towards us.

4.5 We are not liable for the impossibility or delay of delivery or performance if caused by force majeure or other, at the time of the conclusion of the contract, unforeseeable events (e.g., operational disruptions of any kind, difficulties in procuring materials or energy, transport delays, strikes, lockouts of a lawful nature, shortages of labour, energy or raw materials, difficulties in obtaining necessary official permits or official measures) that are not our responsibility. If such events make the delivery or performance significantly more difficult or impossible and the impediment is not only of temporary duration, we are entitled to withdraw from the contract. In the event of temporary impediments, the delivery or performance deadlines shall be extended, or the delivery or performance dates shall be postponed by the period of the impediment plus a reasonable start-up period. If the Customer cannot be reasonably expected to accept the delivery or performance due to the delay, they may withdraw from the contract by way of an immediate written declaration issued to us.

4.6 We are entitled to render partial deliveries or partial services providing this is reasonable for the Customer.

5. Place of Performance, Dispatch, Packaging, Transfer of Risk, Acceptance

5.1 Unless otherwise specified, the place of performance for all obligations arising from the contractual relationship is our place of business in 53909 Zülpich. If we are also responsible for installation, the place of performance is the place where the installation is to occur.

5.2 If, at the Customer's request, we handle the dispatch of the goods, said dispatch shall be carried out at the Customer's expense and risk. If the Customer does not provide us with instructions regarding the method of dispatch and packaging, we shall execute dispatch and handle the packaging at our reasonable discretion.

5.3 The risk of accidental loss or accidental deterioration of the goods passes to the Customer at the latest upon handover of the goods (whereby the beginning of the loading process is decisive) to the carrier, freight forwarder, or other third party designated to carry out the dispatch. Such also applies if partial deliveries are made or if we have taken on other services (e.g., dispatch or installation).

If the dispatch or handover of the goods is delayed due to a circumstance for which we are not responsible or if the Customer informs us in advance of delivery that they will not accept the goods, the risk of accidental loss or accidental deterioration of the goods passes to the Customer on the day of notification of readiness for dispatch.

5.4 If acceptance has been agreed, it is decisive for the transfer of risk. Otherwise, the statutory provisions of contract law apply to an agreed acceptance.

5.5 The Customer shall carry storage costs after the transfer of risk. In the case of storage by us, the storage costs amount to 0.25% of the invoice amount of the stored goods per expired week. The assertion and proof of further or lower storage costs remain reserved.

5.6 The consignment is only insured by us against theft, breakage, transport, fire, and water damage or other insurable risks at the express request of the Customer and at their expense.

6. Warranty for Defects, Limitation Period

6.1 The Customer must, without undue delay, carefully inspect the delivered goods after delivery. In the case of obvious defects, the delivered goods are considered to be approved by the Customer if we do not receive a written notice of defects within seven (7) calendar days after delivery. In the event of hidden defects, the delivered goods are considered approved by the Customer if notice of defects is not received by us within seven (7) calendar days following discovery of the defect.

6.2 We guarantee that the delivered goods have the agreed characteristics. The agreed characteristics are determined exclusively by the specific agreements entered into in writing between us and the Customer or our confirmations regarding the properties, features, and performance characteristics. We do not assume any liability whatsoever for public statements by third parties which we have not authorised. Such shall be without prejudice to the statutory regulations regarding the burden of production and proof for defects. Descriptive or explanatory statements regarding the goods or their intended use, as well as public statements, are not to be understood as guarantees of specific characteristics of the goods. The content of such guarantees of characteristics is determined by way of a written agreement or written confirmation by us.

6.3 In the event of defects in the delivered goods, we are initially obliged and entitled, at our option (to be determined within a reasonable period), to either rectify the defect or provide a replacement (hereinafter referred to as "Subsequent Performance"). Subsequent Performance does not include the dismantling of the defective goods or their reinstallation if we were not originally obliged to install them. At our request, the Customer must send the defective goods to us and provide us with the time and opportunity required for Subsequent Performance. We shall cover the material, transport, labour, and, if applicable, installation and dismantling costs incurred for Subsequent Performance within the scope set out in the relevant statutory provisions, providing the defects are validly asserted. If a notice of defects from the Customer is unjustified and the Customer recognised or negligently failed to recognise this, the Customer is obliged to reimburse us for any resulting expenses incurred. If Subsequent Performance fails, that is, is impossible, unreasonable, refused, or unduly delayed, the Customer can withdraw from the contract for the defective part of the delivery or reduce the price accordingly. The Customer's claims for damages or reimbursement of futile expenses exist in the event of defects only in accordance with Clause 7 and are otherwise excluded.

6.4 The warranty expires if the Customer, without our consent, modifies the delivered goods or has them modified by third parties thus rendering the rectification of defects impossible or unreasonably difficult. In any case, the Customer carries the additional costs of defect rectification resulting from the modification.

6.5 The limitation period for defect claims is two (2) years from the transfer of risk. If the law prescribes a longer limitation period (§ 445b BGB [German Civil Code]), as well as for claims for damages arising from injury to life, limb, or health, regarding the Customer's rights in the case of fraudulently concealed defects or deliberately or grossly negligently caused damage, the statutory limitation periods remain in effect.

7. Liability

7.1 Our liability for damages, regardless of the legal reason, in particular due to impossibility, delay, defective or incorrect delivery, breach of contract, breach of obligations during contract negotiations, and tort, is limited according to this Clause 7, provided that it depends on fault.

7.2 We are not liable in the case of simple negligence on the part of our management, legal representatives, employees, or other vicarious agents, unless it concerns the violation of essential contractual obligations. Essential contractual obligations constitute the obligation to deliver and install the goods on time, their freedom from defects impairing functionality or

usability more than insignificantly, as well as advisory, protective, and custodial duties that are intended to enable the Customer to use the goods in accordance with the contract or to protect the life or health of the Customer's personnel or to protect their property from significant damage.

7.3 To the extent that we are liable for damages in accordance with Clause 7.2, this liability is limited to damages typical for the contract and foreseeable at the time of its conclusion, e.g., to such damages we foresaw as a possible consequence of a breach of contract at the time of the conclusion of the contract or should have foreseen in taking exercising customary care and that are typically to be expected when using the goods as intended.

7.4 The above exclusions and limitations of liability apply equally in favour of our management, legal representatives, employees, and other vicarious agents.

7.5 The above exclusions and limitations of liability do not apply in cases of our liability under the Product Liability Act, in the event of injury to life, limb, or health, and also not if and to the extent that we have fraudulently concealed defects or assumed a guarantee. Such shall be without prejudice to the rules regarding the burden of proof.

7.6 To the extent we provide technical information or advice and such information or advice is not part of the contractually agreed scope owed by us, such information or advice shall be rendered free of charge and to the exclusion of any liability.

7.7 The Customer is obliged to take reasonable measures to avert and mitigate damages.

8. Retention of Title

8.1 The goods delivered by us to the Customer remain our property until full payment of all existing current and future claims against the Customer from the business relationship between us and the Customer (hereinafter the "Reserved Goods"). In the event of multiple claims or an open account, the retention of title serves to secure the respective balance claims to which we are entitled. In the event of export transactions, if the legal system of the Customer's country does not recognise the retention of title, the Customer is subject to all obligations arising from similar legal provisions, which they hereby grant to us.

8.2 The Customer stores the Reserved Goods free of charge for us. The Customer is obliged to handle the Reserved Goods with care for the duration of the retention of title. They must adequately insure the Reserved Goods at their own expense at new value, provide us with the corresponding insurance certificate, and assign the claims arising from the insurance to us.

8.3 If the Reserved Goods are processed by the Customer, it is agreed that the processing is carried out in our name and on our account as the manufacturer and that we directly acquire ownership or, if the processing involves substances from several owners or the value of the processed item is higher than the value of the Reserved Goods, co-ownership (fractional ownership) of the newly created item in the ratio of the value of the Reserved Goods to the value of the newly created item. If such ownership is not acquired by us, the Customer already now transfers their future ownership or – in the aforementioned ratio – co-ownership of the newly created item to us for security. If the Reserved Goods are combined or inseparably merged with other items, we acquire co-ownership of the new item in the ratio of the value of the Reserved Goods to the other items at the time of mixing or combining. If the merging or combining is such that the Customer's item is to be regarded as the main item, it is agreed that the Customer transfers co-ownership to us proportionately. The resulting co-ownership will be stored by the Customer for us free of charge.

8.4 The Customer is entitled to process and sell the Reserved Goods in the ordinary course of business until the occurrence of a utilisation event (Clause 8.8). Pledges, transfers by way of security, or other dispositions that endanger our ownership are not permitted. In the event of resale of the Reserved Goods, the Customer already now assigns to us by way of security the resulting claim against the purchaser. We accept this assignment. The same applies to other claims that replace the Reserved Goods or otherwise arise with respect to the Reserved Goods, such as insurance claims or claims from tort in the event of loss or destruction. If the Customer sells the Reserved Goods after processing or after combining, merging, or blending with other goods or together with other goods, the assignment of the claim is only agreed to the amount corresponding to the purchase price agreed between us and the Customer plus a security margin of 10% of this price. We authorise the Customer to collect the claims assigned to us in their own name. We may revoke this collection authorisation as well as the authorisation to resell in the event of a utilisation event (Clause 8.8).

8.5 The Customer must provide us with all desired information regarding the Reserved Goods or our claims assigned hereunder at any time.

8.6 If third parties access the Reserved Goods, in particular by way of seizure, the Customer must immediately point out our ownership and inform us so that we can enforce our ownership rights. If the third party is not able to reimburse us for the judicial or extrajudicial costs incurred in this context, the Customer is liable to us, provided the enforcement was successful and we unsuccessfully attempted to execute the costs against the third party.

8.7 The Customer is entitled to demand release if the Reserved Goods and the items or claims replacing them exceed the amount of the secured claims by more than 10%. The selection of the items to be released thereafter lies with us.

8.8 In the event of conduct in breach of the contract on the part of the Customer – in particular, in the event of default in payment, if enforcement measures are taken against the Customer, or if insolvency proceedings are instituted upon their assets or the institution thereof is rejected due to insufficient assets – we are entitled to withdraw from the contract (utilisation event) and demand the return of the Reserved Goods or collect the secured claims ourselves.

Ban on (Re-) Export to Russia

9.1 If any Products are sold, supplied, or transferred to a Customer domiciled or located in a country outside the European Union which is not a partner country as defined in Annex VIII of Council Regulation (EU) No 833/2014, and if such Products fall within the scope of the prohibition not to sell, export or re-export, directly or indirectly, to the Russian Federation or for use in the Russian Federation in terms of Article 12g Council Regulation (EU) No 833/2014, the Customer must not sell, export or re-export, directly or indirectly, these Products to the Russian Federation or for use in the Russian Federation

9.2 In such a case the Customer shall use best efforts to ensure that the purpose of Clause 1 is not frustrated by any third parties further down the commercial chain, including potential resellers.

9.3 The Customer shall set up and maintain an adequate monitoring mechanism to detect conduct by any third parties further down the commercial chain, including potential resellers, that would have the potential to frustrate the purpose of Clause 1.

9.4 Each culpable breach of Clauses 1, 2 or 3 shall constitute a material breach of contract. In this case, Vetter shall be entitled to:

- (i) rescind the sales contracts affected by the breach without prior warning in accordance with Sec. 323 para. (2) no. (3) BGB (German Civil Code); and
- (ii) demand from the Customer the payment of a reasonable contractual penalty to be determined by Vetter in accordance with Sec. 315 BGB (German Civil Code) (based on Vetter's equitable discretion) which shall be subject to judicial review by the competent court upon request of the Customer.

9.5 In case of rescission by Vetter in accordance with Clause 4, the Customer shall be obliged to return to Vetter the Products affected by the rescission without undue delay and at its own expense.

9.6 The Customer shall immediately inform Vetter about any problems to comply with Clauses 1, 2 or 3, including any relevant activities by third parties that have the potential to frustrate the purpose of Clause 1. The Customer shall upon request provide Vetter within two (2) weeks with all information concerning its compliance with the obligations set out in Clauses 1, 2 or 3.

9.7 Moreover, even if a Product or a buyer does not fall within the scope of Council Regulation (EU) 833/2014, the Customer must not sell, export or re-export, directly or indirectly, the Products to the Russian Federation or for use in the Russian Federation. In such a case Clauses 2 to 6 shall apply accordingly.

10. Final Provisions

10.1 Unless a different exclusive place of jurisdiction has been selected, the exclusive place of jurisdiction for resolving all disputes arising out of or in connection with the business relationship is Zülpich, Germany. We are, however, also entitled to sue the Customer at any other statutory place of jurisdiction.

10.2 The legal relationships between us and the Customer are exclusively governed by the law of the Federal Republic of Germany. The United Nations Convention on Contracts for the International Sale of Goods of 11 April 1980 (CISG) does not apply hereto.

10.3 Should one or more provisions of these Terms of Sale be or become ineffective in whole or in part, such shall be without prejudice to the effectiveness of the remaining provisions. The wholly or partially ineffective provision shall be replaced by the legally effective provision that comes closest to the economic objectives of the invalid provision. Such applies, mutatis mutandis, in the event of a gap in the provisions.

10.4 The Customer is not entitled to assign claims from contracts with us to third parties. Such shall be without prejudice to Section 354a HGB [German Commercial Code].

(As of May 2024)