

## General Conditions of Sale of Munitec Vertriebs-GmbH (as of October 2022)

### 1. Scope of Applicability, Form

- 1.1 These General Conditions of Sale ("GCS") shall apply to all business relations with customers ("Customers") of MUNITEC Vertriebs-GmbH ("Us"), but only if the Customer is an entrepreneur (§ 14 German Civil Code), a legal entity under public law or a special fund under public law.
- 1.2 The GCS shall apply in particular to contracts and quantity agreements for the sale and/or delivery of movable things ("Goods"), irrespective of whether we manufacture the Goods ourselves or purchase them from suppliers (§§ 433, 650 German Civil Code). Unless otherwise agreed upon, the GCS shall apply in the version valid at the time of the Customer's order, but in any case in the version last communicated to the Customer in text form, also for similar future contracts, without us having to refer to them again in each individual case.
- 1.3 These GCS are exclusive. Deviating, contradictory or additional general terms and conditions of the Customer shall only become part of the contract if and to the extent that we have expressly agreed to their application in writing. This requirement of consent shall apply in all cases, even if, for example, we effect the delivery to the Customer without reservation in knowledge of the Customer's general terms and conditions.
- 1.4 Individual agreements with the Customer shall take precedence over these GCS. In the absence of evidence to the contrary, a written agreement or our written confirmation shall be decisive for determining the content of such agreements.
- 1.5 Legally relevant declarations and notifications of the Customer with regard to the contract (e.g. setting of a period for performance, warning notice, revocation) must be made in writing, i.e. in written or text form (e.g. letter, e-mail, fax). Legal form requirements shall remain unaffected.
- 1.6 The statutory provisions shall apply unless directly amended or excluded by these GCS.

### 2. Contract Conclusion

- 2.1 Our offers are subject to change and non-binding. This shall also apply if we have provided the Customer with catalogues, technical documentation (e.g. drawings, plans, calculations, references to DIN standards), other product descriptions or documents - also in electronic form - for which we reserve property rights and copyrights and which may not be made accessible to third parties or used by the Customer without our written consent.
- 2.2 The Customer's order of the Goods shall constitute a binding contractual offer. Unless otherwise stated in the order, we shall be entitled to accept this contractual offer within fourteen (14) days of its receipt by us.
- 2.3 A contract between us and the Customer is only concluded with our written order confirmation. Transmission of an invoice, delivery and/or performance by us shall be equivalent to an express order confirmation.

### 3. Delivery Period and Delay in Delivery

- 3.1 The delivery period or the delivery date shall be agreed individually or specified by us upon acceptance of the order. In all other cases, the delivery period shall be approximately four (4) weeks after conclusion of the contract.
- 3.2 If we are unable to comply with binding delivery periods for reasons for which we are not responsible (unavailability of goods or services), we shall notify the Customer thereof without undue delay and, at the same time, indicate the expected new delivery period. If the goods or services are also unavailable within the new delivery period, we shall be entitled to rescind the contract in whole or in part; we shall reimburse any consideration already provided by the Customer without undue delay. In particular, goods or services not delivered to us by our supplier in time shall be deemed to be unavailable for the purposes of this provision if we have concluded a congruent covering transaction, neither we nor our supplier are at fault or we are not obliged to procure the goods or services in the individual case.
- 3.3 If we are in default and the Customer sets us a deadline for performance in writing and declares that it will refuse to accept performance after the expiry of such deadline, it shall be entitled to withdraw from the contract after such deadline has expired without result. The deadline must be at least four (4) weeks.
- 3.4 The occurrence of any default in delivery on our part shall be determined according to the law; a warning notice by the Customer shall be required in each and every case.
- 3.5 We shall be entitled to make partial deliveries and render partial performances unless the Customer cannot be reasonably expected to accept such partial deliveries or performances.
- 3.6 The Customer's rights pursuant to Section 8 of these GCS and our rights under statutory law, in particular in the event of an exclusion of the obligation to perform

(e.g. due to impossibility or unreasonableness of performance and/or supplementary performance/cure), shall remain unaffected.

- 3.7 If dispatch is delayed at the Customer's request, the Goods shall be stored with us at the Customer's expense and risk.
- ### 4. Delivery, Passing of Risk, Acceptance, Default in Acceptance, Refusal of Performance
- 4.1 Delivery is ex warehouse, which is also the place of performance for the delivery and any supplementary performance. At the Customer's request and expense, the Goods shall be sent to another destination (sale to destination). Unless otherwise agreed, we shall be entitled to determine the type of shipment (in particular transport company, route, packaging) ourselves. We and the delivering carrier shall be notified of any transport damage in writing without undue delay, at the latest within five (5) days.
  - 4.2 In the case of a sale to destination, the risk of accidental loss and accidental deterioration of the Goods and the risk of delay shall pass to the Customer upon delivery of the Goods to the forwarding agent, freight carrier or other person or institution designated to carry out the shipment. If acceptance has been agreed, it shall be decisive for the passing of risk. In other respects, the statutory provisions governing contracts to produce a work shall apply *mutatis mutandis* as well. Default of acceptance of delivery on the part of the Customer shall be equivalent to delivery or acceptance.
  - 4.3 If the Customer is in default of acceptance or breaches other obligations to cooperate, we shall be entitled to proceed pursuant to §§ 280 et seq. German Civil Code. For this purpose, we may charge a flat-rate compensation in the amount of 0.5% of the net price per completed calendar week, up to a maximum of 5% of the net price of the Goods delivered late, or 10% if acceptance of the Goods is finally rejected, as the case may be. We reserve the right to prove that we have incurred higher damages; the flat-rate compensation shall however be counted towards such claim. The Customer may establish that no damage or only considerably less damage has been incurred.
  - 4.4 If it becomes apparent after conclusion of the contract (e.g. due to an application for the opening of insolvency proceedings) that our entitlement to the purchase price is jeopardised by the Customer's inability to perform, we shall be entitled to refuse performance in accordance with the statutory provisions and - if necessary after setting a deadline - to rescind the contract. In the case of contracts for the manufacture of fungible goods (custom-made products), we may rescind immediately; any statutory provisions providing that setting a deadline is dispensable shall remain unaffected.
- ### 5. Prices and Terms of Payment
- 5.1 Our prices are ex works. Packing and shipping costs and the costs of any transport insurance requested by the Customer will be stated in the respective contract and charged separately, if the Customer requests shipment.
  - 5.2 The purchase price is due and payable within thirty (30) days from invoicing and delivery or acceptance of the Goods. However, we are at all times, even in ongoing business relationships, entitled to make deliveries, in whole or in part, only against advance payment. We will declare a corresponding reservation at the latest upon confirmation of the order.
  - 5.3 Upon expiry of the aforementioned payment period, the Customer shall be in default. A warning notice is not required.
  - 5.4 The purchase price shall bear interest during the period of default at the statutory default interest rate applicable at the time. We reserve the right to assert further damages caused by default. Our claim to the commercial maturity interest (§ 353 German Commercial Code) against merchants shall remain unaffected.
  - 5.5 The Customer shall only be entitled to set-off or retention rights if and to the extent that his claim has been established in a final and non-appealable court decision or is undisputed. In the event of defects in the delivery, the Customer's counter-rights, in particular those pursuant to Section 7.6 sentence 2 of these GCS, shall remain unaffected.
- ### 6. Retention of Title
- 6.1 We shall retain title to any sold Goods until full payment of all our present and future claims arising from the purchase agreement and an ongoing business relationship (secured claims).
  - 6.2 The Goods subject to retention of title may not be transferred as security or pledged to third parties before all secured claims have been paid in full. The Customer shall notify us in writing if any application for the opening of insolvency proceedings is filed or the securities are accessed by third parties.

- 6.3 If the Customer breaches the contract, in particular if it fails to pay the purchase price when it is due, we shall be entitled to rescind the contract in accordance with statutory provisions and/or demand the return of the Goods based on the retention of title. The demand for the return of the Goods shall not be deemed to include a declaration of withdrawal; however, we retain the right to withdraw from the contract. If the Customer fails to pay the purchase price when it is due, we may only assert such rights if a reasonable payment deadline, set by us for the Customer, has expired without result, provided that setting such deadline is not dispensable according to the law.
- 6.4 Until further notice, the Customer shall be entitled to sell and/or process the Goods subject to retention of title in the ordinary course of business. In addition to us, the Customer shall remain authorized to collect the claim. We undertake not to collect the claim as long as the Customer fulfils his payment obligations vis-à-vis us, the Customer retains his ability to pay and we have not asserted the retention of title by exercising a right pursuant to para. 3. If the realisable value of the collateral exceeds our claims by more than 20%, we will release securities of our choice when requested by the Customer.
- 7. Warranty for Defects**
- 7.1 Unless otherwise stipulated below, the statutory provisions shall apply to the Customer's rights in the event of material or legal defects. The special statutory provisions on final deliveries of unprocessed Goods to a Consumer shall remain unaffected in all cases, even if the Customer has further processed them (Supplier recourse, § 478 BGB). Claims regarding the recourse against suppliers are excluded if the defective Goods have been processed further by the Customer or another entrepreneur, e.g. by incorporation into another product.
- 7.2 The basis for our liability for defects shall be the agreement reached on the quality of the Goods. All product descriptions and manufacturer information forming part of the individual contract or which are made public by us (e.g. in catalogues or on our website) at the time of conclusion of the contract shall be deemed to be an agreement on the quality.
- 7.3 If the quality has not been agreed upon, the existence of any defects shall be determined in accordance with the law. We assume no liability for public statements of the manufacturer or other third parties (e.g. advertising statements) which the Customer has not pointed out to us as being decisive for his purchase.
- 7.4 The Customer's claims for defects shall be contingent on the Customer having fulfilled its statutory obligations to inspect items and give notice of defects (§§ 377, 381 HGB). Goods intended for installation or other further processing must always be inspected immediately before processing. If a defect manifests itself during delivery, inspection or at a later point in time, we shall be notified thereof in writing without undue delay. In any case, obvious defects shall be reported in writing within five working days from the time of delivery and defects not detectable during inspection shall be reported within five working days from the time of discovery. If the Customer fails to carry out a proper inspection and/or report defects, our liability regarding the defect not reported at all or not reported in due time or in the proper manner shall be excluded in accordance with the statutory provisions.
- 7.5 If the delivered Goods are defective, we may choose whether to provide supplementary performance by eliminating the defect (elimination of defects) or by delivering an item free of defects (replacement delivery). Our right to refuse supplementary performance under the statutory conditions shall remain unaffected.
- 7.6 We are entitled to make the supplementary performance owed dependent on the Customer paying the purchase price due. The Customer shall, however, be entitled to retain a portion of the purchase price reasonably proportionate to the defect.
- 7.7 The Customer shall afford us the time and opportunity necessary to render any supplementary performance owed by us, in particular by handing over the rejected Goods for inspection. In the event of a replacement delivery, the Customer shall return the defective item to us in accordance with the statutory provisions. Supplementary performance shall include neither the removal of the defective item nor its reinstallation, unless we were obliged to install the item from the outset.
- 7.8 If the item is indeed defective, we shall bear or reimburse the expenses necessary for the purposes of inspection and supplementary performance, in particular costs for transport, workmen's travel, work and material as well as removal or installation costs, in accordance with the statutory provisions.
- 7.9 The Customer shall not be entitled to rescind the contract if the defect is insignificant.
- 7.10 Claims of the Customer for damages or reimbursement of futile expenses shall, even in case of defects, only exist as provided for in Section 8; in all other respects, such claims shall be excluded.
- 8. Total Liability**
- 8.1 Unless otherwise provided for in these GCS (including the following provisions), we shall be liable for any breach of contractual and non-contractual obligations in accordance with the statutory provisions.
- 8.2 We shall be liable for damages – regardless of the legal basis – in connection with the liability for fault in the event of intent or gross negligence. In the event of simple negligence, we shall be liable, subject to statutory limitations of liability, only for
- damages resulting from injury to life, body or health,
  - damages resulting from the breach of a material contractual obligation; in this case, however, our liability shall be limited to foreseeable, typically occurring damages.
- 8.3 The limitations of liability resulting from para. 2 shall also apply to breaches of duty by or in favor of persons whose fault we are responsible for according to the statutory provisions; they shall not apply if we have fraudulently concealed a defect or assumed a guarantee for the quality of the Goods or with regard to any claims of the Customer under the Product Liability Act.
- 8.4 A breach of duty not resulting from a defect shall entitle the Customer to rescind or terminate the contract only if we are responsible for such breach of duty. A free right of termination (in particular pursuant to §§ 650, 648 BGB) shall not exist.
- 8.5 If the Customer passes on the Goods delivered by us to third parties, it shall take appropriate measures to ensure the traceability of the Goods. In particular, the Customer shall ensure that, in the event of measures required for reasons of product liability (e.g. product recall, product warning), the delivered Goods can be located and their last purchaser can be reached by such measures without undue delay.
- 9. Limitation**
- 9.1 Deviating from § 438 (1) no. 3 German Civil Code, the general limitation period of claims for material and legal defects shall be one (1) year as from the delivery or acceptance, as the case may be.
- 9.2 The aforementioned limitation period shall also apply to contractual and non-contractual claims for damages of the Customer based on defects of the Goods, unless such claims would become time-barred earlier under the statutory standard limitation period (§§ 195, 199 German Civil Code) in the individual case. Claims for damages of the Customer pursuant to Section 8.2 sentence 1 and sentence 2 lit. a) or under the Product Liability Act shall become time-barred in accordance with the statutory limitation periods.
- 10. Third Party Property Rights**
- If third parties claim infringement of patents or other property rights, the Customer shall notify us thereof without undue delay.
- 11. Choice of Law and Venue**
- 11.1 These GCS and the contractual relationship between us and the Customer shall be governed by the laws of the Federal Republic of Germany, excluding the United Nations Convention on Contracts for the International Sale of Goods.
- 11.2 Exclusive - also international - venue for all disputes arising from or out of the contractual relationship shall be Munich. However, we shall also be entitled to bring an action at the place of performance or at the general venue of the Customer. Overriding statutory provisions shall remain unaffected.