

**GENERAL TERMS AND CONDITIONS OF DELIVERY of ROVEMA GmbH for Spare Parts ("GTCD Spare Parts")**

(Revision: 11/2023)

**I. General, Applicability**

- (1) These General Terms and Conditions of Delivery for Spare Parts apply to all our business relationships with our customers concerning the sale and/or delivery of movable items in the form of spare parts (hereinafter referred to as "Goods"), irrespective of whether we manufacture them ourselves or purchase them from suppliers. The GTCD Spare Parts shall apply only if the customer is an entrepreneur, i.e. a natural person or legal entity or incorporated partnership that concludes a legal transaction in exercise of its commercial or self-employed business activity, a legal entity under public law or a fund under public law.
- (2) Contracts for installation, repair or maintenance services are governed exclusively by our General Terms and Conditions of Service ("GTCS").
- (3) Our GTCD Spare Parts shall apply exclusively. Any terms and conditions of the customer that conflict with, supplement or deviate from our GTCD Spare Parts will not be recognised unless their applicability is expressly agreed to in text form. Conflicting terms and conditions of the customer are hereby expressly rejected. Our GTCD Spare Parts shall apply even if we deliver to the customer unconditionally even though we are aware of terms and conditions of the customer that conflict with or deviate from our GTCD Spare Parts.
- (4) In any case, individual agreements with the customer that are made in individual cases (including side agreements, supplements and amendments) shall have priority over these GTCD Spare Parts. A written contract or our confirmation in text form shall be authoritative as far as the content of such agreements is concerned.
- (5) To be valid, any legally relevant statements and disclosures that the customer needs to make to us after the conclusion of the contract (e.g. setting of deadlines, defect reports, declaration of rescission or reduction) must be made in text form.
- (6) References to the applicability of statutory regulations only serve clarification purposes. Thus, the statutory regulations shall apply even without such clarification, provided they are not directly modified or expressly excluded in these GTCD Spare Parts.

**II. Conclusion and Content of the Contract**

- (1) Our offers are subject to change and non-binding, unless they are expressly marked as binding or contain a specific acceptance deadline.
- (2) The customer's order for Goods constitutes a binding contract offer. Unless the order provides otherwise, we may accept this contract offer within four weeks after we receive it.
- (3) All information on weight, content and dimensions are average values. Unless specific values have been expressly agreed or are prescribed by law, deviations customary in the industry are permissible.
- (4) We reserve the property rights and copyrights to cost estimates, drawings and other documents. These shall be kept secret by the customer and shall not be made accessible to any third parties.

**III. Delivery Dates, Deadlines and Delay, Force Majeure**

- (1) Delivery and performance periods and dates indicated by us are always only of an approximate nature, unless a fixed period or a fixed date has been promised or agreed or had been stated by us when we accepted the order. If shipment has been agreed, the delivery periods and dates shall, unless expressly stated otherwise by us, refer to the time of handover to the forwarder, carrier or other third party commissioned with the transport or, in the case of collection by the customer, when the goods are held ready for collection by the customer at the place of performance.
- (2) The onset of default of delivery shall be governed by the statutory provisions. In any case, a reminder from the customer in text form shall be necessary.
- (3) Events of *force majeure* and other circumstances for which we are not responsible and which make the timely fulfilment of accepted orders impossible in whole or in part shall release us from the assumed delivery and performance obligation for the duration and to the extent of their existence, unless we have assumed a delivery guarantee or the procurement or manufacturing risk. This shall apply especially in the event of energy and raw material shortages, labour disputes, pandemics, epidemics, diseases that result in special containment measures such as the imposition of a quarantine, official orders, traffic or operational disruptions, e.g. due to fire, water or machine damage. The same shall apply if sub-suppliers do not supply us, do not supply us on time or do not supply us properly due to *force majeure* or for the other aforementioned reasons despite proper congruent coverage. We shall promptly notify the customer of the start and end of the delivery delays and, to the best of our ability, endeavour to remedy the event underlying the *force majeure* and to contain its effects as far as possible. If such a disruption lasts longer than three months, the customer may rescind the contract in accordance with the statutory regulations. Further rights of the customer, including, but not limited to, claims for damages, shall not exist in this case.
- (4) Deliveries made before the delivery time stated in our order confirmation shall be permissible, provided this does not conflict with any recognisable interest of the customer.
- (5) If delivery on call (complete or partial delivery) by the customer has been agreed without a specific delivery deadline, we may rescind the contract and/or claim damages for non-performance after the fruitless expiry of a reasonable period to be determined for the customer for the call-off, at the latest within six months of the conclusion of the contract. If a call-off period has been contractually agreed, we shall have the same rights after the customer has been granted a reasonable grace period for the call-off. Our statutory rights remain unaffected.
- (6) The customer shall without delay accept Goods made available or delivered according to schedule. Moreover, the customer shall duly establish all required preconditions to ensure that the order is processed according to schedule. If, at the customer's request, Goods prepared for delivery remain at the customer's disposal, the invoice may be issued immediately, and payment may be demanded.

**IV. Shipment, Risk Transfer, Default of Acceptance**

- (1) Unless otherwise agreed, delivery will be made FCA (INCOTERMS 2020) on our premises at Industriestrasse 1, 35463 Fernwald, Germany, which is also the place of performance for the delivery and any supplementary performance.
- (2) At the request, expense and risk of the customer, the Goods will be sent to another destination (despatch sale). Unless agreed otherwise, we may determine the shipment method (including, but not limited to, the freight company, shipment method, packaging) at our own discretion. The Goods will only be insured

against transport damage and other risks at the express request of the customer and at the expense of the customer.

- (3) If the customer is in default of acceptance, if the customer fails to perform a collaboration act or if our delivery is delayed for other reasons for which the customer is responsible, we may demand compensation for the incurred loss including additional expenses (e.g. storage costs).

## V. Prices, Payment Terms

- (1) Unless otherwise agreed, the sales prices are net prices in EUR plus VAT in the statutory amount, packaging, customs duties and other charges. If no specific price has been agreed, our price list shall apply in the version valid at the time the contract is concluded.
- (2) If, according to the agreement, the delivery is to take place later than four months after the conclusion of the purchase contract, we may, if we or our suppliers incur significant cost increases for raw materials, energy, wages or freight, demand immediate negotiations with the customer on a price adjustment. If no agreement is reached within six weeks, either party may rescind the part of the contract not yet fulfilled by way of delivery.
- (3) Payments will only be deemed to constitute performance if made to the accounts specified in the respective invoices.
- (4) While in arrears, the customer shall pay interest on the debt amounting to 9 percentage points over the base interest rate of the European Central Bank. We reserve the right to furnish evidence of and assert greater damage due to the default.
- (5) If one or more payment claims against the customer are not yet due, we may declare them due immediately by unilateral declaration if, after the conclusion of the contract, we become aware of at least one of the following circumstances:
- The customer is repeatedly in arrears with payments to us – possibly also for claims from other contractual relationships – with an amount that is not merely insignificant. An amount is not merely insignificant if it represents at least 10 percent of the total of all our payment claims against the customer that are due and not yet fulfilled when the declaration is made.
  - The customer has suspended payments to us or third parties.
  - There are legal reasons for opening insolvency proceedings over the customer's assets.
  - The customer has applied for institution of insolvency proceedings over his assets.
  - Insolvency proceedings have been opened over the customer's assets.
  - Other circumstances arise that are likely to significantly reduce the customer's creditworthiness.
- (6) Under the conditions of section V (5) of these GTCD Spare Parts, we may also carry out all outstanding deliveries only against advance payment or provision of collateral and, if such is not provided by the customer within a reasonable period, rescind the contract and claim damages due to non-performance. The claim for damages is excluded if the customer is not responsible for the fact that he has not paid in advance or provided collateral within the determined period. Any other or additional statutory claims for damages remain unaffected.

## VI. Offsetting, Retention

The customer shall only have a right to offset and a right of retention if his counterclaims are legally established or undisputed or

acknowledged by us. Moreover, the customer may exercise a right of retention only if his counterclaim is based on the same contractual relationship.

## VII. Retention of Title

- (1) Until full payment of all our current and future claims from the purchase contract and a current business relationship (collateralised claims), we retain the title to the Goods sold (Goods subject to retention of title). For deliveries paid for in advance, the retention of title pursuant to section VII (1) of these GTCD Spare Parts shall not apply.
- (2) Without our express consent, the customer is not permitted to pledge or assign the Goods subject to retention of title as collateral until the collateralised claims have been paid in full.
- (3) The customer may resell the Goods subject to retention of title in the normal course of business, unless the customer's claim resulting from the resale has already been assigned to others. Moreover, the authorisation to resell shall lapse if the conditions set out in section V (5) of these GTCD Spare Parts are on hand.
- (4) The customer hereby assigns all claims against third parties that arise from the resale of the Goods subject to retention of title to us in the amount of our claims, without the need for a separate declaration of assignment in each individual case. We hereby accept the assignment. Notwithstanding the assignment and our right to collect, the customer may collect as long as he fulfils his obligations towards us and none of the conditions specified in section V (5) of these GTCD Spare Parts are on hand. If one of the said conditions is on hand, the customer shall, at our request, provide the information about the assigned claims, which is required for the collection, and inform the debtors of the assignment. In this case, we may notify the third-party debtors of the assignment of claims and collect the claims directly or take back the Goods subject to retention of title.
- (5) If the Goods subject to retention of title are combined with other items not owned by us in such a way that they become material components of a uniform item or if these are inseparably mixed or blended with each other, we shall gain co-ownership of the resulting intermediate and final products in the ratio of the net invoice amount of our Goods subject to retention of title to the net invoice amounts of the other combined or mixed items. If the customer produces a new movable item by processing or transforming the Goods subject to retention of title, we shall gain co-ownership of the resulting new movable item in the ratio of the net invoice amount of our Goods subject to retention of title to the net invoice amounts of the processing or transformation. In all cases, the customer shall store the new item for us free of charge. The rules for resale according to subsection (3) shall apply *mutatis mutandis* in the amount of the pro-rata net invoice amount of the Goods subject to retention of title.
- (6) The customer shall inform us without delay about any third-party enforcement measures that involve the Goods subject to retention of title or the claims assigned to us in advance and provide any documents required for an intervention.
- (7) We undertake to release the collateral we are entitled to in accordance with the above provisions at our discretion at the customer's request to the extent that their value exceeds the claims to be collateralised by at least 50 percent. We shall be free to select the items to be released.
- (8) The customer shall duly store the Goods subject to retention of title and insure them against theft, breakage, fire, water and other damage at his own expense in accordance with common business practice. The insurance claims shall be deemed assigned to us in the amount of the net invoice amount of the Goods subject to retention of title.

- (9) If we rescind the contract (liquidation event) because the customer acts in a way contrary to the contract, especially if he falls into arrears with his payments, we may demand the surrender of the Goods subject to retention of title.
- (10) If, in the case of deliveries abroad, certain additional measures and/or declarations beyond the agreement of the retention of title are required on the part of the customer for the purpose of agreeing the aforementioned retention of title with the same effect as under German law, the customer shall cooperate in every respect, in particular by informing us of this in writing or in text form and by taking such measures and/or making such declarations without delay at his own expense. We will cooperate to the extent necessary. If the agreement of retention of title is not permitted under the law of the importing country, but the reservation of other rights to the delivered Goods is permitted, we shall be entitled to the respective rights. If this does not provide equivalent collateral for our claims against the customer, the customer shall, without delay and at his own expense, provide us with other suitable collateral for the delivered Goods or other collateral at our equitable discretion. The customer has the right to judicial review and, if necessary, correction of our equitable decision.

### VIII. Warranty

- (1) The warranty period is one year from the delivery. The customer's rights in the event of defects in quality and title (including wrong and short delivery as well as incorrect assembly or deficient assembly instructions) shall be governed by the statutory regulations, unless something else is determined below or in the individual contract. In all cases, the statutory special regulations remain unaffected in event of final delivery of the Goods to a consumer (supplier recourse). However, we will not assume any warranty by way of supplier recourse if the customer has processed or treated or otherwise modified the Goods delivered by us under the contract, insofar as the defect in quality or title is attributable to improper processing and/or treatment and/or other modification that is not in accordance with the contractually agreed purpose.
- (2) Our liability for defects is based especially on the agreement concerning the properties of the Goods. All product descriptions that constitute the subject of the individual contract or which were made public by us (including, but not limited to, product descriptions in catalogues or on our website) as of the conclusion of the contract are deemed to be an agreement on the quality of the goods. Public statements made by the manufacturer or on behalf of him, in particular in advertising or on the labelling of the goods, shall have precedence over any statements made by other third parties. If the properties of the Goods were not agreed, it shall be determined according to the statutory regulations whether or not a defect is on hand.
- (3) The wear and tear parts of the spare parts (including, but not limited to, trigger belts, sealing bands, heating cartridges, compressed air cylinders, piercing knives) are excluded from the warranty.
- (4) For the customer to be able to assert claims for defects, he must have complied with his statutory inspection and reporting obligations. This shall apply even if we dispatch the Goods directly to the customer's buyer. Even in this case, the customer remains responsible for compliance with the statutory inspection and reporting obligations. In the case of Goods intended for installation or further processing, the inspection shall in any case be carried out immediately prior to the installation or further processing.
- (5) If a defect is discovered during the inspection or later on, we shall be notified of this in text form without delay, at the latest within a period of 10 days of the receipt of the delivered Goods. If the customer fails to duly inspect the Goods and/or report defects, the delivered Goods will be deemed to have been approved. This shall not apply in the event of malicious behaviour on our part.
- (6) If the delivered Goods are defective, we may first choose whether to render supplementary performance by eliminating the defect (rectification) or by delivering items without any defects (replacement). Our right to refuse supplementary performance under the statutory conditions remains unaffected.
- (7) We may make the owed supplementary performance conditional upon the payment of the purchase price due by the customer. However, the customer may withhold a portion of the purchase price that is reasonable in proportion to the defect.
- (8) The customer shall give us the time and opportunity required for the owed supplementary performance and especially hand over the Goods objected to for inspection purposes. In the case of replacement, the customer shall return the defective items to us according to the statutory regulations.
- (9) If a defect is actually on hand, we will bear the expenses required for the inspection and supplementary performance, including, but not limited to, transport, travel, labour, material, installation and removal costs. However, if the customer's request to remedy a defect proves to be unjustified, we may demand reimbursement of the incurred costs from the customer. In any case, these costs shall be borne by the customer if the expenses are higher because the Goods were subsequently transported to a place other than the place of performance, unless the transport is in accordance with their intended use.
- (10) If we exchange spare parts within the scope of the warranty obligations or thereafter as a gesture of goodwill or if we supply the customer with spare parts for installation by himself, the removed spare parts shall, upon removal, become our property. The customer undertakes to grant us possession of the parts without delay, at the latest within 2 weeks. If spare parts are sent, the customer shall send the removed parts within this period. The customer shall bear the costs of despatch up to an amount of EUR 50. The costs above this amount will be borne by us. If the customer does not grant us possession within the aforementioned period, the customer undertakes to pay us the price of the spare part installed or supplied.
- (11) In urgent cases where the operational safety is threatened or to prevent disproportionate damage, the customer may remedy the defect himself and demand reimbursement of the expenses objectively required for this. We shall be informed immediately, if possible in advance, of any such self-remedy. The right of self-remedy shall not exist if, in accordance with the statutory regulations, we would be entitled to refuse the respective supplementary performance.
- (12) If the supplementary performance has failed, a reasonable period to be determined by the customer for the supplementary performance has expired unsuccessfully or both types of supplementary performance have been refused by us or the supplementary performance is unacceptable, the customer may rescind the purchase contract or reduce the purchase price. Claims of the customer for damages or for reimbursement of expenses made in vain shall only exist in accordance with the following section IX. This shall also apply if there are special circumstances that, after weighing up the interests of both parties, justify the immediate assertion of these rights, e.g. if the damage that has occurred can no longer be remedied by means of supplementary performance or if supplementary performance is no longer of interest. However, no right of rescission shall apply in the case of a minor defect. A defect will be deemed to be of a minor nature if only a part of the delivery that must be regarded as insignificant in relation to the overall delivery is affected.

- (13) "Reduction" refers to the right to reduce the purchase price in the proportion of the value of the Goods – had they been in a flawless state – to the actual value as of the conclusion of the contract. "Rescission" refers to the declaration of the customer, subject to receipt, by means of which the customer rolls back the purchase contract and transforms it into a wind-up relationship.
- (14) However, claims by the customer for damages or for reimbursement of expenses made in vain shall only exist in accordance with the following section IX of these GTCD Spare Parts and are otherwise excluded.
- (15) In the case of a breach of an obligation that does not consist of a defect, the customer can only rescind or terminate the contract if we are responsible for the breach of the obligation. An unlimited right of termination of the customer is excluded.

#### **IX. Claims for Damages**

- (1) Unless otherwise provided in these GTCD Spare Parts including the following provisions, our liability in the event of a breach of contractual and non-contractual obligations shall be governed by the relevant statutory regulations.
- (2) We shall be liable for damages in the event of intent and gross negligence, no matter what the legal basis may be. In the event of slight negligence, we shall only be liable
  - a) for damage from injury to life, body, or health;
  - b) for damage from the breach of a material contractual obligation (i.e. an obligation whose fulfilment is essential to the due performance of the contract and on whose fulfilment the other party may and does always rely); in this case, however, our liability shall be limited to the compensation of the foreseeable typical damage;
  - c) insofar as the liability arises from a mandatory and non-waivable liability standard, in particular under the German Product Liability Act (ProdHaftG);
  - d) insofar as we have assumed a guarantee for the quality of the Goods or the procurement risk.
- (3) The above regulation shall also apply in the event of a breach of obligations by our legal representatives, employees and vicarious agents. The above limitations of liability apply in the same way to the customer's claims for reimbursement of expenses. Such claims of the customer are limited to the amount of the customer's interest in the performance of the contract.

#### **X. Statute of Limitations**

- (1) The general limitation period for claims due to defects in quality and title is one year from the risk transfer.
- (2) However, if the Goods represent a building or an item that has been used for a building in accordance with its normal use and has caused its defectiveness (building material), the limitation period shall, in accordance with the statutory regulation, be 5 years from the delivery.
- (3) Claims for damages for which we are liable pursuant to section IX of these GTCD Spare Parts shall not be subject to the shortening of the limitation period pursuant to section X (1) of these GTCD Spare Parts.
- (4) Special statutory regulations for the limitation period for third-party claims for restitution in rem, for deceit on the part of the seller and for supplier recourse claims in the case of final delivery to a consumer also remain unaffected.

#### **XI. Jurisdiction, Applicable Law**

- (1) The conclusion of the contract and the contractual relationships between us and the customer shall be governed exclusively by the law of the Federal Republic of Germany. The UN Convention on Contracts for the International Sale of Goods (CISG) shall not apply.
- (2) The courts of Giessen, Germany, shall have jurisdiction over all disputes that arise from the contractual relationship. However, we may also file charges at the location of the customer's registered office.