

GENERAL TERMS AND CONDITIONS

ANSMANN AG

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I. Scope

1. All deliveries, services and offers of Ansmann AG (hereinafter referred to as the **"seller"**) shall be provided exclusively in accordance with these general terms and conditions if the buyer is an "entrepreneur", as defined in Section 14 of the German Civil Code (BGB), or if the buyer is a legal person incorporated under public law or an investment fund under public law. These general terms and conditions shall form part of all contracts concluded between the seller and its contractual partners for the seller's products and services. These general terms and conditions particularly apply to contracts for the sale and/or delivery of movable objects (hereinafter referred to as **"goods"**), regardless of whether the seller manufactures the goods itself or purchases them from suppliers (see Sections 433, 650 BGB). Unless otherwise agreed, the valid version of these general terms and conditions shall be the one in place at the time the order is placed by the buyer, or at least the version most recently shared with the buyer in text form, and that version shall also serve as a general agreement for any future contracts without the seller having to refer to it again in each individual case.
2. The terms and conditions of the customer or third parties shall not apply, even if the seller does not reject their applicability in each individual case. Any conflicting or supplementary general terms and conditions of the buyer shall only be included in the contract if the seller explicitly approves their validity. The seller must grant its approval in each case (e.g. even if the buyer refers to its own general terms and conditions when placing an order and the seller does not explicitly object to them).
3. Any individual agreements concluded with the buyer (e.g. general supply contracts, quality assurance agreements) and the information provided in order confirmations shall take precedence over these general terms and conditions. In case of doubt, all commercial terms shall be interpreted according to the version of the Incoterms® that is valid at the time the contract is concluded, as published by the International Chamber of Commerce (ICC) in Paris.

II. Offer and Conclusion of Contract

1. Any offers made by the seller shall be non-binding and subject to change, unless they are explicitly marked as binding or unless a deadline is specified for their acceptance.
2. As soon as an order is placed for goods, the buyer shall be deemed to have made a binding offer to enter into a contract. The seller may accept orders within 14 days of receipt. The seller may accept the offer either in writing (e.g. by issuing an order confirmation) or by delivering the goods to the buyer. Any verbal promises made by the seller before the contract is concluded shall not be legally binding; any verbal agreements made between the contracting parties shall be replaced by the written contract, unless they explicitly state that the verbal agreements shall continue to apply in a binding manner. With the exception of its managing directors and authorised representatives, the seller's employees shall not be entitled to make any verbal agreements that deviate from the provisions of the written contract.
3. Any information provided by the seller about the goods to be delivered (e.g. weights, dimensions, practical value, capacity, tolerances and technical data) as well as any depictions of the goods (e.g. drawings and illustrations) shall only be approximations, unless strict conformity is required for them to be used for the contractually agreed purpose. They should not be understood as guaranteed characteristics, but descriptions or designations of the product or service. The seller shall be permitted to deviate from such information and depictions in a way that is customary in the industry, in a way that ensures compliance with legislation or in a way that introduces technical improvements; in addition, the seller shall be permitted to replace components with equivalent parts that do not prevent the goods from being used for the contractually agreed purpose.
4. The seller shall retain ownership of – and the copyrights to – any proposals and cost estimates issued by the seller and any drawings, illustrations, calculations, brochures, catalogues, models, tools or other documents and resources that are made available to the customer. The customer shall be forbidden from making such items or their contents available or known to third parties without the seller's explicit consent; the customer must also refrain from using or reproducing such items or their contents, either personally or through third parties. If so requested by the seller, the customer must return such items to the seller in full and destroy any copies that may have been made if they are no longer required by the customer within its ordinary course of business or if negotiations do not lead to the conclusion of a contract. Any additions and amendments to the agreements, including these general terms and con-

ditions, must be made in writing to be legally effective.

III. Prices

1. Unless otherwise agreed in a specific case, the seller's prices valid at the time the contract is concluded shall apply ex works.
2. The prices shall not include packaging; this shall be invoiced separately.
3. The seller reserves the right to change its prices to a reasonable extent if there is an increase or decrease in its costs after the contract has been concluded, particularly due to collective bargaining agreements or changes in the price of materials. The seller shall provide the customer with the relevant evidence upon request.
4. The statutory rate of value added tax is not included in the seller's prices; it shall be indicated separately in the invoice at the statutory rate applicable on the date of invoicing.

IV. Terms of Payment

1. The invoice amount (net prices plus value added tax) must be paid in full within 30 days of the invoice date (in EUR). A cash discount shall only be granted if all previous invoices have been settled. The cash discount shall be calculated based on the net invoice amount after deducting sales discounts, freight, value added tax, etc.
2. The seller may request an immediate cash payment (even during an ongoing business relationship) if there is a significant deterioration in the customer's financial situation, or if the seller subsequently learns that the customer was struggling to make payments at the time the contract was concluded. If it becomes apparent that the seller's claim to the purchase price is jeopardised by the buyer's solvency after the contract has been concluded (e.g. if a request is filed for insolvency proceedings), the seller shall be entitled to refuse to provide the services and, potentially after setting a grace period, to withdraw from the contract in accordance with the statutory provisions (Section 321 BGB). In the case of contracts for the production of custom-made items, the seller may declare its withdrawal immediately; the legal provisions on the dispensability of setting a grace period shall remain unaffected.
3. The buyer shall be in arrears at the end of the above payment deadline. The purchase price shall accrue interest at the statutory rate of default interest during the period in which the customer is in arrears. The seller reserves the right to assert further claims for damages caused by the late payment. If the buyer is a merchant, the seller also reserves the right to charge commercial maturity interest in accordance with Section 353 of the German Commercial Code (HGB).
4. The customer shall only be entitled to exercise a right of retention or a right to set-off if its counterclaims are legally recognised, undisputed or acknowledged by the seller. The customer shall also be authorised to exercise a right of retention if its counterclaims are based on the same contractual relationship.

V. Delivery and Deadlines

1. Unless otherwise agreed, the goods shall be delivered ex works. The goods shall be shipped to another destination at the buyer's request and expense (sale involving the carriage of goods). Unless otherwise agreed, the seller shall be entitled to choose the type of shipping itself (particularly the transport company, shipping route and packaging).
2. Any dates and deadlines proposed by the seller for its deliveries and services shall only be approximations, unless a fixed date or deadline has been promised or agreed. If shipping has been agreed, the delivery dates and deadlines shall refer to the time at which the goods are to be handed over to the forwarding agent, carrier or another third party commissioned to transport the goods.
3. Without prejudice to the other rights held by the seller due to default on the part of the buyer, the seller may ask for the dates and deadlines for its deliveries and services to be postponed or extended by the amount of time for which the buyer fails to perform its contractual obligations towards the seller.
4. The seller shall not be held liable for any delivery delays or its inability to deliver goods as a result of force majeure or any other events that are not caused by the seller and that were unforeseeable at the time the contract was concluded (e.g. any kind of operational disruption, difficulties in procuring raw materials or energy, transport delays, strikes, lawful lockouts, labour shortages, lack of energy or raw materials, difficulties in obtaining the necessary official permits, official measures or missing, incorrect or late deliveries from suppliers). If any such events make it highly difficult or impossible for the seller to provide the products or services, and if the hindrance is not just temporary, the seller shall be entitled to withdraw from the contract. In the case of temporary hindrances, the dates and deadlines proposed for the seller's deliveries and services shall be postponed or extended by the amount of time for which the hindrance persists plus a reasonable start-up period. If the customer cannot reasonably be expected to accept the products or services as a result of the delay, the customer may withdraw from the contract by immediately issuing a written declaration to the seller.

5. The seller shall only be entitled to make partial deliveries if each partial delivery can be used by the customer within the scope of the intended use specified in the contract, if the delivery of the remaining ordered goods is ensured, and if this does not result in a considerable amount of additional work or expenses for the customer (unless the seller explicitly agrees to cover the costs).
6. If the seller falls behind with a delivery or service, or if a delivery or service becomes impossible for whatever reason, the seller's liability for damages shall be limited in accordance with Section IX of these general terms and conditions.

VI. Place of Performance, Shipping, Packaging, Transfer of Risk, Acceptance

1. Unless otherwise specified, the place of performance for all obligations arising from the contractual relationship, including any rectification measures that may subsequently be required, shall be D-97959 Assamstadt. If the seller is also responsible for installing the goods, the place of performance shall be the location at which the goods are to be installed.
2. The seller shall carefully choose the type of shipping and packaging at its own discretion.
3. The risk of accidental loss and deterioration shall be transferred to the buyer, at the latest, when the goods are handed over to the buyer. In the case of sales involving the carriage of goods, however, the risk of accidental loss and deterioration and the risk of delay shall be transferred to the forwarding agent or carrier – or any other person or institution assigned to carry out the shipment – as soon as the goods are handed over. If a formal inspection and acceptance procedure is agreed, this shall determine when the risk is transferred to the buyer. The statutory provisions on contracts for work and services shall also apply accordingly to any agreed acceptance procedure. The goods shall be deemed to have been handed over or accepted if the buyer fails to accept them on time.
4. If the buyer fails to accept the goods on time, if the buyer fails to cooperate or if delivery is delayed for other reasons attributable to the buyer, the seller shall be entitled to claim compensation for the resulting damage, including any additional expenses (e.g. storage costs). In such cases, the seller shall charge a lump sum amounting to 0.25% of the invoice amount for each completed calendar week, starting with the scheduled delivery deadline or, in the absence of a delivery deadline, starting when the goods were reported as ready for dispatch. The seller reserves the right to prove that greater damage has been incurred and to assert its legal claims (particularly the right to demand the reimbursement of additional expenses, reasonable compensation, termination); however, the lump sum described above shall be deducted from any further monetary claims. The buyer shall be entitled to prove that the seller has incurred significantly less damage than the above lump sum or no damage at all.
5. The seller shall only insure the shipment against theft, breakage, transport damage, fire damage, water damage and other insurable risks at the explicit request and expense of the customer.

VII. Warranty

1. In the event of material defects and defects in title (including incorrect and insufficient deliveries, improper assembly / installation or inadequate instructions), the buyer may exercise the rights stipulated by law, unless otherwise specified below. If the newly manufactured goods are ultimately delivered to a consumer, the special statutory provisions on the reimbursement of expenses (recourse against suppliers pursuant to Sections 478, 445a, 445b BGB or 445c, 327 [5] and 327u BGB) shall remain unaffected in all cases, unless an equivalent form of compensation has been agreed (e.g. as part of a quality assurance agreement).
2. The seller's liability for defects shall mainly be based on the agreement made on the qualities and anticipated use of the goods (including accessories and instructions). Any product descriptions and manufacturer information that relate to the specific contract or that have been published by the seller (e.g. in its catalogues or on its website) at the time the contract is concluded shall be regarded as agreements regarding the qualities of the goods. If a certain quality has not been agreed, the statutory provisions shall be consulted to determine whether the goods are defective (Section 434 [3] BGB). Any public statements made by – or on behalf of – the manufacturer, particularly in its advertising or on the label of the goods, shall take precedence over statements made by other third parties.
3. In the case of goods with digital elements or other digital content, the seller shall only be obliged to provide and, if necessary, update the digital content if this is explicitly stated in an agreement on qualities (see paragraph 2 above). We shall assume no liability for public statements made by the manufacturer or other third parties in this respect.
4. The seller shall not be held liable for any defects that the buyer is aware of – or unaware of through gross negligence – at the time the contract is concluded (Section 442 BGB). In addition, the buyer shall only be entitled to assert claims for defects after fulfilling its statutory obligations to inspect the goods and report any defects in accordance with Sections 377 and 381 of the German Commercial Code (HGB). In the case of building materials and other goods intended for installation or further processing, an inspection must always be carried out immediately before processing. If a defect becomes apparent upon delivery, during the inspection or at a later point in time, the seller must be immediately notified in writing. In any case, however, obvious defects must be reported in writing within five working days of delivery and any defects that were not recognisable during the inspection must be reported in writing within five working days of their discovery. If the buyer fails to properly inspect the goods and/or report any defects, the seller's liability for defects that are not reported properly and in good time shall be excluded in accordance with the statutory provisions. In the case of goods intended for assembly, mounting or installation, this shall also apply if the defect only becomes apparent after the relevant work due to the buyer's failure to perform these obligations; in such cases, the buyer shall particularly waive any claims for the reim-

bursment of the costs incurred ("dismantling and assembly costs").

5. If the delivered items are defective, the seller may first choose to rectify the situation by remedying the defect (repair) or delivering a faultless item (replacement). If the type of rectification measure chosen by the seller is unreasonable for the buyer in a certain case, it may be rejected by the buyer. The seller reserves the right to refuse to rectify the situation if the legal requirements are met.
6. The seller shall be entitled to ask the buyer to pay the purchase price before taking the necessary rectification measures. However, the buyer shall be entitled to withhold a reasonable part of the purchase price in relation to the defect.
7. The customer must give the seller ample time and opportunity to rectify the situation, particularly by providing the allegedly defective goods for inspection purposes. If the seller delivers a replacement, the buyer must return the defective item to the seller upon request in accordance with the statutory provisions; however, the buyer shall not be entitled to demand the return of the item. The rectification measures shall not include the dismantling or removal of the defective item or the assembly, mounting or installation of a faultless item if the seller was not originally obliged to provide such services; the buyer's claims for the reimbursement of the relevant costs ("dismantling and assembly costs") shall remain unaffected.
8. Any necessary expenses incurred for the purpose of inspecting the defects and rectifying the situation (e.g. costs for transport, travel, labour, materials, dismantling and assembly) shall be borne or reimbursed by the seller in accordance with the statutory provisions and these general terms and conditions if there is actually a defect. If there is no defect and the buyer was aware or negligently unaware of this, the seller may ask the buyer to reimburse the costs incurred as a result of the unjustified request for the rectification of defects.
9. If a reasonable deadline set by the buyer for the seller to rectify the situation expires to no avail, or if such a deadline is dispensable according to the statutory provisions, the buyer may withdraw from the purchase contract in accordance with the statutory provisions. However, the buyer shall not be entitled to withdraw from the contract due to an insignificant defect.
10. The warranty shall cease to apply if the customer modifies the delivered goods or has them modified by third parties without the seller's consent and this makes it impossible or unreasonably difficult to remedy the defects. In any case, the customer must bear the additional rectification costs brought about by the modification.
11. Even in case of defects, the buyer may only assert claims for damages or the reimbursement of wasted expenses in accordance with Section IX below; all other claims shall be excluded.

VIII. Property Rights

If any rights are infringed by products of other manufacturers supplied by the buyer, the seller shall either assert its claims against the manufacturers and upstream suppliers for the buyer's account or assign the claims to the buyer at its own discretion. In such cases, any claims shall only arise against the seller if the judicial enforcement of the aforementioned claims against the manufacturers and upstream suppliers has proven unsuccessful or is futile (e.g. due to insolvency).

IX. Liability

1. Unless otherwise specified in these general terms and conditions, including the provisions below, the seller's liability for the breach of contractual and non-contractual duties shall be determined by the statutory provisions.
2. The seller shall be liable to pay damages, regardless of the legal reason, as part of its liability for intent and gross negligence. In case of simple negligence, and subject to the statutory restrictions of liability (e.g. care in one's own affairs, insignificant breach of duty), the seller shall only be liable:
 - a) for damages resulting from injury to life, limb or health; and
 - b) for damages resulting from the breach of an essential contractual duty (an obligation which must be observed to enable the proper execution of the agreement in the first place and on the observance of which the contractual partner may regularly depend) – in such cases, however, the seller's liability shall be limited to compensation for the typically foreseeable degree of damage.
3. The restrictions of liability indicated in paragraph 2 above shall also apply in relation to third parties and if breaches of duty are committed by persons (also in their favour) for whose actions the seller is held accountable under the statutory provisions. They shall not apply if a defect is fraudulently concealed, if the qualities of the goods have been formally guaranteed, or if the buyer asserts claims under the German Product Liability Act (ProdHaftG).

In the event of a breach of contract that does not relate to a defect, the buyer may only terminate or withdraw from the contract if the seller is responsible for the breach of duty. The buyer shall not have a free right of termination (particularly excluding the rights

described in Sections 650 and 648 BGB). The statutory requirements and consequences shall otherwise apply.

4. If the seller provides technical information or acts in an advisory capacity, and if this information or advice does not fall within the contractually agreed scope of services owed by the seller, this shall be done free of charge and free from all liability.
5. Any prototypes, samples, and trial and test assemblies ("prototypes") shall only be sold to the buyer for development, trial, demonstration and testing purposes. Under no circumstances shall prototypes sold to the customer be intended for series production and/or for transfer or sale to third parties. The buyer should therefore be aware that the qualities of prototypes shall not necessarily correspond to the qualities of a series product. This particularly applies to prototype specifications in the area of safety and approval. Therefore, no warranty shall be assumed for prototypes in this regard. Furthermore, the seller shall assume no liability for any prototypes that the buyer passes on to third parties. Otherwise, the seller's liability shall be restricted by the provisions of Section IX.

X. Limitation Period

1. By way of derogation from Section 438 (1) No. 3 BGB, any claims arising from material defects and defects in title shall generally expire within one year of delivery. If a formal acceptance procedure has been agreed, the limitation period shall begin once the goods have been accepted.
2. If the goods are buildings or objects that have been used for a building according to their normal use and have caused defects in the building [construction materials], any claims for such defects shall expire within 5 years of delivery, as stipulated by law [Section 438 (1) No. 2 BGB]. Other special statutory regulations on limitation periods shall also remain unaffected (particularly Section 438 (1) No. 1, Section 438 (3), Section 444 and Section 445b BGB).
3. The above limitation periods under sales law shall also apply to any contractual and non-contractual claims for damages held by the buyer due to a defect in the goods, unless the application of the regular limitation period (Sections 195 and 199 BGB) would result in a shorter limitation period in a particular case. Any claims for damages held by the buyer in accordance with the first sentence and second sentence (a) of Section 8 (2) – or under ProdHaftG – shall expire exclusively within the legally prescribed periods.

XI. Retention of Title

1. The seller shall retain ownership of the goods until all present and future claims arising from the purchase contract and ongoing business relationships (secured claims) have been settled in full.
2. The goods subject to retention of title must not be pledged to third parties or assigned as security until the secured claims have been settled in full. The buyer must immediately notify the seller in writing if a request is filed for insolvency proceedings or if the goods belonging to the seller are accessed (e.g. seized) by third parties.
3. If the buyer breaches the contract, particularly by failing to pay the purchase price owed for the goods, the seller shall be entitled to withdraw from the contract in accordance with the statutory provisions and/or to demand the return of the goods subject to retention of title. If the seller demands the return of the goods, this shall not necessarily mean that the seller wishes to withdraw from the contract; the seller shall be entitled to demand the return of the goods and reserve the right to withdraw from the contract. If the buyer does not pay the purchase price owed for the goods, the seller may only assert these rights if it has previously set the buyer a reasonable grace period for the payment to no avail or if such a grace period is dispensable according to the statutory provisions.
4. The buyer shall be authorised to resell and/or process the goods subject to retention of title within its ordinary course of business until this authorisation is revoked, as detailed in (c) below. In such cases, the following provisions shall also apply:
 - a) The retention of title shall extend to the full value of the products resulting from the processing, mixing or combination of the seller's goods; the seller shall be considered the manufacturer. If the goods are processed, mixed or combined with third-party goods and the relevant third parties retain their ownership rights, the seller shall acquire co-ownership in the ratio of the amount invoiced for each part of the processed, mixed or combined goods. Otherwise, the resulting product shall be subject to the same provisions as the goods delivered under retention of title.
 - b) The buyer hereby assigns to the seller, by way of security, any claims held against third parties as a result of the resale of the goods or the resulting products – in whole or corresponding to the seller's co-ownership share, as detailed in the previous paragraph. The seller hereby accepts this assignment. The obligations of the buyer detailed in paragraph 2 above shall also apply with regard to the assigned claims.
 - c) Both the buyer and seller shall be entitled to collect the claims. However, the seller agrees to refrain from collecting the claims as long as the buyer fulfils its payment obligations towards the seller, as long as the buyer remains solvent and as long as the seller does not assert the retention of title by exercising one of the rights described in (3) above. If this is the case, however, the seller may ask the buyer to disclose the assigned claims and the debtors, to provide all information required to collect the receivables, to hand over the associated documents, and to inform the debtors (third parties) that the claim has

been assigned to the seller. In such cases, the seller shall also be entitled to revoke the buyer's authorisation to resell and process the goods subject to retention of title.

- d) If the realisable value of the securities exceeds the seller's claims by more than 10%, the seller shall release securities of its choice at the buyer's request.

XII. Final Provisions

1. If the buyer is a "merchant", as described in the HGB, a legal person incorporated under public law or an investment fund under public law, the seller's registered office in Assamstadt shall be the exclusive – and international – place of jurisdiction for all disputes arising directly or indirectly from the contractual relationship. The same shall apply if the buyer is an "entrepreneur", as defined in Section 14 BGB. In each case, however, the seller shall also be entitled to take legal action at the place of performance for the delivery, as indicated in these general terms and conditions or in a prioritised individual agreement, or at the buyer's general place of jurisdiction. This shall have no bearing on the prioritisation of certain statutory provisions, particularly those relating to exclusive competences.
2. The relations between the contracting parties shall be governed exclusively by the laws applicable in the Federal Republic of Germany. The Uniform Law on the International Sale of Goods and the Uniform Law on the Formation of Contracts for the International Sale of Goods shall not apply.