

General terms and conditions of sale of S. Franzen Söhne GmbH, Mühlenweg 42, 40764 Langenfeld (hereinafter: SFS) for customers based in Germany; As of May 2024

1. Scope of application

- 1.1. These general terms and conditions of sale apply to all contracts concluded between SFS and buyers based in Germany, which primarily relate to the delivery of goods.
- 1.2. The Buyer's terms and conditions which deviate from these General Terms and Conditions of Sale and/or the statutory provisions do not bind SFS.
- 1.3. These General Terms and Conditions of Sale do not apply if the Buyer is a consumer within the meaning of Section 13 of the German Civil Code (BGB).

2. Conclusion of contract

- 2.1. The decisive factor for the conclusion of a purchase contract and the scope of the resulting delivery obligations at the time of conclusion of the purchase contract is the submission of corresponding written declarations of intent by both contracting parties. No oral additional agreements were made at the time of the conclusion of the contract.
- 2.2. Quality agreements and information as well as references to DIN or other standards do not constitute a guarantee or assurance.
- 2.3. The Buyer is obliged to inform SFS of atypical amounts of damage and risks before concluding the contract.
- 2.4. The Buyer is liable for the accuracy of the documents he supplies, in particular drawings and samples.

3. Prices and payment terms

- 3.1. The Buyer is obliged to transfer the agreed purchase price to the account specified by SFS in the invoice no later than 30 calendar days from the invoice date. Unless otherwise expressly agreed, the purchase price is exclusive of the VAT applicable at the time. Any packaging which must be disposed of by the Buyer must be paid for additionally by the Buyer. Unless otherwise agreed, SFS shall choose the type of packaging.
- 3.2. Expenses, such as bank charges incurred when transferring the invoice value and the charges incurred when redeeming the shipping documents shall be borne by the Buyer.
- 3.3. Cheques and bills of exchange shall only be accepted on account of performance. Credit notes against bills of exchange and cheques are issued subject to receipt of the expenses with the value date on the day on which SFS can dispose of the equivalent value. Differences between the calculated rate and the official rate are also at the Buyer's expense. The Buyer shall bear the risk of currency losses.
- 3.4. Should the Buyer default in payment, SFS shall be entitled to charge interest at a rate of 9 percentage points above the base interest rate.
- 3.5. In the event of breach of duty on the part of the Buyer, in particular, in the event of late payment, SFS shall be entitled to withdraw and take back the goods after the expiration of a reasonable deadline set for the Buyer. The statutory provisions on the dispensability of setting deadlines remain unaffected.
- 3.6. The Buyer's legal rights to set-off against the claims of SFS are excluded unless the counterclaim is due and is either legally established or undisputed or is based on the same contractual relationship.
- 3.7. Any statutory rights of the Buyer to withhold payment or to suspend acceptance of the goods are excluded, unless the Buyer's right of retention is based on the same contractual

relationship. The right of retention is not excluded if and to the extent that the claims underlying the assertion of the right of retention are undisputed or legally established.

- 3.8. If the Buyer is in arrears with a partial performance, SFS may make the entire outstanding claim payable immediately and withdraw from the contract and/or demand compensation after it has previously unsuccessfully set a reasonable deadline for performance or supplementary performance, unless setting a deadline is unnecessary in accordance with the statutory provisions. If an invoice amount due is not paid despite two reminders, all outstanding invoice amounts shall become due immediately.

4. Delivery and transfer of risk

- 4.1. SFS is obliged to deliver the goods at the agreed delivery time EXW pursuant to Incoterms 2010 to the delivery address specified on SFS's order confirmation, unless different terms of delivery have been explicitly agreed. If no delivery address is specified on SFS's order confirmation, delivery shall be made EXW pursuant to Incoterms 2010 to the SFS branch at Mühlenweg 42, 40764 Langenfeld.
- 4.2. Compliance with agreed delivery periods or delivery dates requires that the Buyer fulfils all of his obligations in a timely manner.
- 4.3. SFS is entitled to deliver before the agreed delivery date or delivery period.
- 4.4. The risk is transferred to the Buyer even in the case of carriage prepaid delivery once the Goods have been handed over to the forwarder or loaded onto an SFS vehicle. SFS is entitled, but not obliged, to insure deliveries in the name of and for the account of the Buyer. In the event of transport damage, the Buyer shall promptly arrange for a statement of facts with the carrier or the responsible authorities and notify SFS.

5. Documents and intellectual property rights

SFS reserves all titles and copyrights to any illustrations, drawings and other materials. These may not be made available to third parties without the consent of SFS and must be returned to SFS immediately upon request. If the production of the goods based on drawings, samples or other information provided by the Buyer infringes the property rights of third parties, the Buyer shall release SFS from all claims.

6. Retention of title

- 6.1. The delivered Goods shall remain the property of SFS until all claims arising from the entire business relationship have been satisfied. If the realisable value of all security interests to which SFS is entitled exceeds the amount of all secured claims by more than 10%, SFS shall release a corresponding portion of the security interests at the Buyer's request.
- 6.2. For the duration of the retention of title, the Buyer may not pledge the reserved Goods or use them as security. The Buyer is entitled to sell the reserved goods in the ordinary course of business. He hereby assigns to SFS all claims he incurs from the resale of the reserved goods to third parties. SFS accepts this assignment. The Buyer is entitled to collect these claims even after the assignment. The direct debit authorisation can be revoked at any time.
- 6.3. Any processing or transformation of the Goods by the Buyer shall always be undertaken for SFS. If the goods are processed with other items which do not belong to SFS, SFS shall acquire co-ownership of the new item in the ratio of the value of the goods to the other processed items at the time of such processing.
- 6.4. In the event of any distraint, attachment or other disposition or intervention by third parties, the Buyer shall immediately notify SFS in writing.

7. Material defects

- 7.1. SFS is liable for material defects without waiving the statutory requirements, objections and pleas as follows:
- 7.2. Any warranty claim requires that the Buyer has fulfilled his obligation to inspect and report complaints in accordance with Section 377 of the German Commercial Code (HGB). The complaint must be sent in writing and directly to SFS.
- 7.3. In the event of a material defect, SFS must be given the opportunity to provide supplementary performance within a reasonable period of time. All defective Goods or parts of the goods must, at SFS's discretion, be repaired, replaced or supplied again free of charge. Subject to Section 478 Paragraph 3 of the German Civil Code (BGB), the material defect must already have existed at the time of transfer of risk from SFS to the Buyer. If supplementary performance fails, the Buyer can only withdraw from the contract or reduce the remuneration in accordance with the statutory provisions, without prejudice to any claims for damages in accordance with Section 10.
- 7.4. Claims for defects do not apply in the case of natural wear and tear or damage which occurs after the transfer of risk as a result of incorrect or negligent handling, excessive use, unsuitable operating equipment or due to special external influences which were not assumed under the contract. If the Buyer or a third party carries out improper modifications or repairs, there are no claims for defects due to these or due to the resulting consequences.
- 7.5. Claims asserted on the part of the Buyer due to the necessary costs incurred due to supplementary performance, in particular transport, travel, labour and material costs, are excluded if the expenses increase due to the fact that the object of delivery was subsequently transferred to a location other than the Buyer's branch, unless the transfer corresponds to its intended use.
- 7.6. Subject to the recourse regulations in accordance with Sections 478 and 479 of the German Civil Code (BGB) and subject to the usual use of the delivered goods for building work and the cause of a structural defect, any claims by the Buyer due to the delivery of defective goods shall expire one (1) year and, in the case of used goods, six (6) months after the start of the statutory limitation period. Claims for fraudulent, intentional and grossly negligent breach of contract as well as claims for injury to life, body and health remain unaffected. Replacement delivery or repair shall not lead to new limitation periods.
- 7.7. The Buyer cannot rely on Sections 478 and 479 of the German Civil Code (BGB) to the extent that he is responsible for the conditions or fitness for use of the Goods which are not the subject of the agreements made with SFS.
- 7.8. The provisions in Section 10 also apply to claims for damages and reimbursement of expenses.

8. Liability and compensation

- 8.1. The following provisions in Section 10 shall not apply to SFS's liability
 - in accordance with mandatory legal provisions (e.g. in accordance with the German Product Liability Act and Environmental Liability Act),
 - due to fraudulent concealment of a defect,
 - due to acceptance of a guarantee for the condition of the Goods,
 - for any damage caused by culpable injury to life, body or health, as well as
 - due to an intentional and/or grossly negligent breach of duty by SFS, SFS's legal representative and/or SFS's vicarious agents.
- 8.2. Subject to Section 10.1, SFS shall only be obliged to pay compensation pursuant to the following provisions:
 - a. In cases of slight negligence, SFS shall be liable for

damages, regardless of the legal grounds, only in the event of a breach of essential contractual obligations. In these cases, liability shall be limited to the amount of foreseeable damage which is typical for the contract. Essential contractual obligations are those whose fulfilment makes the due performance of the contract possible in the first place and on whose compliance the Buyer normally relies and may rely.

- b. If other non-essential contractual obligations are breached, SFS shall only be liable for gross negligence or intentional breach of the contract.
 - c. Notwithstanding Section 10.2.a, SFS shall not be liable for lost profits and immaterial impairments.
 - d. Notwithstanding Section 10.2.a, SFS's liability due to delay shall be limited to 0.5% of the purchase price of the goods affected by the delay for each full week of delay, up to a maximum of 5% of the purchase price of the Goods affected by the delay.
 - e. Personal liability of SFS's bodies, employees, representatives and/or vicarious agents due to a breach of the contractual obligations owed by SFS is excluded.
- 8.3. The regulations contained above in section 10.2. shall also apply to claims for reimbursement of fruitless expenses.

9. Place of fulfilment and jurisdiction

- 9.1. The place of delivery follows from Section 1.1. The place of payment and fulfilment for all other obligations between the Buyer and SFS from the contract shall be Langenfeld/Mettmann.
- 9.2. The court responsible for Langenfeld/Mettmann shall be responsible for all disputes arising from the contract between SFS and the Buyer, provided the Buyer is a merchant, a legal entity under public law or a special fund under public law.

10. Applicable law

German substantive law shall apply exclusively to the legal relationships in connection with this contract, to the exclusion of the UN Convention on Contracts for the International Sale of Goods (CISG).

11. Ineffectiveness of clauses

Should any of the above clauses be or become invalid, this shall not affect the validity of the remaining clauses.