

General Business Conditions

For our deliveries, the following conditions apply to the extent that no other arrangements are expressly made in writing. Herewith any diverging conditions on the part of the buyer are excluded.

- 1. Scope of Delivery** for the scope of delivery, our written order confirmation is decisive. Supplementary arrangements [side-agreements] and changes require our written approval. Any documents sent to you, such as sketches, pictures, weight specifications are only approximately decisive to the extent that they are not labelled as binding. We retain the copyright and ownership of drawings [or sketches] and other documents; they may not be shared with third parties. Drawings and other documents belonging to a proposal are to be returned to us without delay if the contract is not awarded to us.
- 2. Prices** are subject to change and only become binding after we accept and confirm a contract, as with all other conditions and arrangements, including those made by our representatives, which only become legally efficacious through our written confirmation. We reserve the right to change the price, if, within 4 weeks of the order confirmation, the prices for materials, freight, or other production costs (wages, energy costs, etc.) change. The prices are valid ex works, to the extent that nothing else is arranged, including VAT in the legally prescribed amount. They do not include costs for packaging, delivery, freight, transportation insurance, unloading, and similar costs; these costs will be calculated separately. Delivery proceeds ex works. Shipping proceeds at the risk of the receiver.
- 3. Payment** is to be rendered in cash without any deductions immediately on receipt of goods if no other arrangements are made. In the event of late or deferred payment, default interest will be calculated in the amount of 9% of the base interest rate according to the German Civil Code. All public fees and charges applicable on the import of goods under federal, state, or other regulations are the buyer's responsibility. In the case of sales executed in non-EURO currency, the exchange rate applying to the EURO currency is, for the terms of the purchase, that which was recorded on the Frankfurt Stock Exchange on the day on which the order confirmation was received.
- 4. Term of Delivery.** The term of delivery begins with the receipt of the order confirmation by the buyer, not, however, before the presentation of the documents, permissions, and releases due from the buyer, nor before the receipt of any deposit that has been agreed upon. Any changes requested by the purchaser post facto necessitate a corresponding extension of the term of delivery. The term of delivery is met, if readiness for shipment is communicated prior to the expiration of the term. The assertion of any damage claims owing to failure to meet the delivery deadline is excluded, to the extent that no gross negligence or premeditation can be demonstrated. Events of force majeure entitle us to postpone the delivery for the duration of the hindrance and a reasonable time. This also applies if such events occur during an existing delay. Force majeure includes monetary, commercial, and other sovereign, measures, strikes, lockouts, operational disruptions for which we are not responsible: obstructions of traffic routes, delays in import customs clearance as well as other circumstances such as pandemics, regardless of which, through no fault of our own, make deliveries considerably more difficult or impossible. It is irrelevant whether these circumstances occur with us, a supplier or sub-supplier. If because of the afore mentioned events, the performance of the contract becomes unreasonable for one of the contracting parties, in particular if the execution of the contract is delayed in essential parts by more than six months, this party may declare the cancellation of the contract.
- 5. Guarantee.** Obvious defects are to be reported to us in writing without delay, at the latest within 8 days of delivery. Non-obvious, hidden defects are to be reported immediately, before 12 months have passed since the delivery date. In the case of justified defects notified in due time, we will provide a replacement free of charge or we will repair/ correct the defect within an appropriate period.. In the case of failure or refusal of supplementary performance, the buyer may reduce the purchase price, or after setting and unsuccessful expiry of a reasonable deadline, withdraw from the contract. Further claims are excluded unless they are based on intent or gross negligence on our part. This limitation does not apply in the event of culpable infringement of essential contractual obligations, so far as the achievement of the purpose of the contract is endangered or in the event of damage to life, body and health. The buyer assures that the product manufactured by us for him on the basis of his specifications is free of third-party rights. In this case, warranty claims of the buyer against us due to a defect of title in such products are excluded. In addition, the buyer releases us against any claims asserted by a third party due to the infringement of this rights to an item manufactured by us for the buyer.
- 6. Retaining Ownership.** We retain title and ownership on any items delivered according to §§449 of the German Civil Code, until the entire agreed-upon purchase price is paid in full. Our proprietary rights extend to all delivered items as long as an outstanding balance remains. Should the purchaser fail to meet his payment obligations, his ownership rights to the goods delivered is forfeited; he/ she is required to surrender the delivered items at our request; likewise, we have the right to enter at any time the premises in which the items are located, seize and remove them without legal judgment or court determination in our favour. Any further damage claims are unaffected. Acceptance of an outstanding receivable in an account abstract does not constitute forfeiture of proprietary rights or title. The purchaser may neither take a bond against nor transfer ownership of the delivery item as security without our expressed permission. In the case of garnishment or confiscation or other legal claims made by third parties, we are to be informed immediately. The resale of the delivery items is permitted to the buyer in the context of his/her regular business operations. Claims against his/her customers deriving from this resale are ceded herewith to the company Anton Hurtz GmbH & Co. KG in advance. The purchaser is obligated to inform us of the names of his buyers and the amount of the claims owed to him from the resale on our specific request. If the sureties ceded to us exceed 120% of the realisable value of the receivable claims to be secured, the client has the right to a corresponding release from the excess sureties.
- 7. Non-transferability of contract rights.** The purchasers may not transfer his/ her contract rights to others without our expressed permission. Should such a decision prove or become void by law, or be or become impracticable, the validity of other provisions remains unaffected.
- 8. Court of Legal Jurisdiction.** In any conflicts deriving from the contractual relationship, any legal complaint is to be filed with the court having jurisdiction over our home office, if the purchaser is a registered trader, a legal person under civil law, or a public separate estate; this applies also to complaints relating to checks and actions on bills of exchange. We also have the right to file complaints with the purchaser's home office. German law applies exclusively, except for those laws concerning the international sale of movable chattels, even if the purchaser's home office lies outside of Germany.

9. The Place of Fulfilment for all rights and obligations on both parts deriving from these business transactions is Nettetal.

Nettetal, January 2023