

General Terms and Conditions of Sale for Tridelta Meidensha GmbH (as of August 2024)

Section 1 Scope of application and formal requirements

(1) These General Terms and Conditions of Sale (GTCS) apply to all our business relationships with our customers (the 'buyer'). The GTCS shall only apply if the buyer is an entrepreneur (as defined in Section 14 of the German Civil Code (BGB), a legal entity constituted under public law or a special fund under public law.

(2) The GTCS apply in particular to contracts for the sale and/or delivery of movable items (goods), irrespective of whether we manufacture the goods ourselves or purchase them from suppliers (as defined in sections 433 and 650 BGB). Unless otherwise specified, the written version of the GTCS valid at the time of the buyer's order or in any other event in the previous written version provided to the buyer shall apply as a framework agreement for similar future contracts, without our company having to refer to them in each individual instance.

(3) Our GTCS shall apply exclusively. Deviating, conflicting or supplementary General Terms and Conditions of the buyer shall only become part of the contract if and insofar as we have expressly agreed to their validity. This requirement of consent shall apply in every instance, even if, for example, the buyer refers to their General Terms and Conditions in the order and we do not expressly object to them..

(4) Individual agreements (e.g. framework supply agreements, quality assurance agreements) and details in our order confirmation shall take precedence over the GTCS. In the event of any uncertainty, trade terms shall be interpreted in accordance with the current valid version of the INCOTERMS® issued by the International Chamber of Commerce (ICC) in Paris valid at the time of conclusion of the contract.

(5) Legally binding declarations and notifications by the buyer in relation to the contract (e.g. specification of deadlines, notice of defects, withdrawal or price reduction) are to be made in writing. In the context of these GTCS, the 'written form' or 'in writing' refers to both written and text formats, (e.g. letter, email or fax). Statutory formal requirements and further evidence, especially in the event of uncertainty or ambiguity concerning the legitimacy of the declaring party, will remain unaffected.

(6) References to the validity of statutory provisions are solely for the purpose of clarification. Insofar as they are not directly amended or expressly excluded in these GTCS, the statutory provisions shall apply even without such clarification.

Section 2 Conclusion of contract

(1) Our tenders are subject to change and are non-binding, especially with respect to quantity, price and delivery time. This shall also be applicable if we

have provided the buyer with any catalogues, technical documentation (e.g. drawings, plans, calculations, references to DIN standards, guarantee lists) or other product descriptions or documents – also in electronic form – of which we reserve ownership rights and copyrights.

(2) The goods ordered by the buyer are deemed a binding contractual offer. Unless otherwise stated in the order, we retain the right to accept this contractual offer within two weeks of receipt.

(3) Acceptance of the order may be confirmed either in writing by, for example, confirmation of the order or by delivery of the goods to the buyer.

(4) Ancillary agreements, additions and amendments to the contract require our written confirmation in order to be legally binding. This also applies to the revocation of this written clause.

Section 3 Delivery period and default in delivery

(1) The delivery deadline shall be agreed separately or specified by us upon acceptance of the order.

(2) Should we be unable to meet delivery deadlines due to reasons for which we are not responsible (e.g. non-availability of the deliverable), we shall inform the buyer immediately and at the same time communicate the expected new delivery deadline. If the deliverable is also not available within the new delivery period, we shall be entitled to withdraw from the contract in part or in its entirety; we shall promptly reimburse any counter-performance that has already been rendered by the buyer. Non-availability of the deliverable exists, for example, in the event of late delivery by our suppliers, if we have concluded a congruent covering transaction, in the event of other disruptions in the supply chain, for example due to force majeure or if we are not obliged to procure in individual cases.

(3) The occurrence of a delayed delivery on our part is determined in accordance with the statutory provisions. In each case, however, a reminder from the buyer is a prerequisite. If we are in default of delivery, the buyer may demand a flat-rate compensation for the damage resulting from the delay. The flat-rate compensation shall amount to 0.5% of the net price (delivery value) for each completed calendar week of delay, but shall not exceed a total of 5% of the delivery value of the goods delivered late. We reserve the right to prove that the buyer has suffered no damage at all or only significantly less damage than the above mentioned compensation.

(4) The rights of the buyer pursuant to Section 8 of these GTCS and our statutory rights, in particular in the event of an exclusion of the obligation to perform (e.g. due to inability or unreasonableness of performance and/or subsequent fulfilment), shall remain unaffected.

Section 4 Delivery, transfer of risk, acceptance, default of acceptance

(1) With the exception of individual agreements to the contrary, delivery shall be ex works, which is also the place of fulfilment for the delivery and any subsequent fulfilment. At the request and expense of the buyer, the goods will be dispatched to another destination (sales shipment). Unless otherwise agreed, we are entitled to determine the type of dispatch, in particular the transport company, dispatch route and packaging.

(2) The risk of accidental loss and/or deterioration of the goods shall be transferred to the buyer upon handover at the latest. In the case of a sales shipment however, the risk of accidental loss and/or deterioration of the goods as well as risk of delay shall be transferred upon delivery of the goods to the carrier, freight forwarder or other party or organisation designated to perform the transport. Insofar as acceptance is agreed, this shall be decisive with respect to the transfer of risk. In all other respects, statutory provisions of contractual law shall apply accordingly with regard to an agreed acceptance. Delivery or acceptance shall be deemed to have taken place if the buyer is in default of acceptance.

(3) If the buyer defaults on acceptance, fails to co-operate or if our delivery is delayed for other reasons for which the buyer is responsible, we shall be entitled to demand compensation for the resulting damage including additional expenses (e.g. storage costs). In such cases, we charge a flat-rate compensation of 0.5% of the order value per calendar day, beginning with the delivery deadline or – should there be no such deadline – with a notification that the goods are ready for dispatch. Proof of a higher degree of damage and our statutory claims (especially reimbursement of additional expenses, reasonable compensation or cancellation) shall remain unaffected, however the flat rate compensation shall be offset against further monetary claims. The buyer is entitled to prove that we have incurred no damage at all or significantly less damage than the above compensation.

(4) We are entitled to make partial deliveries of goods.

Section 5 Prices and terms of payment

(1) Unless otherwise agreed in specific cases, our current prices at the time of conclusion of the contract shall apply, ex works, plus statutory VAT.

(2) Unless otherwise agreed in a specific cases, the purchase price is due and payable within 30 days of invoicing. We are, however, at any time authorised, even within the framework of an ongoing business relationship, to make a delivery in whole or in part against advance payment only. A corresponding proviso shall be stated at the latest with the order confirmation.

(3) Invoicing takes place when the goods are produced or manufactured.

(4) The buyer is in default as soon as the specified payment period expires. During the default period, interest is charged on the purchase price at the applicable

statutory default interest rate. Furthermore, we reserve the right to claim further damages caused by default. Our entitlement to commercial maturity interest (Section 353 HGB – i.e. German Commercial Code) remains unaffected in relation to traders.

(5) The buyer is only entitled to offset rights or retention rights to the extent that the buyer's entitlement has been legally established or is undisputed. In the event of delivery defects, the buyer's reciprocal rights remain unaffected, in particular in accordance with Section 7 (paragraph 6 sentence 2) of these GTCS.

(6) Should it become apparent after conclusion of the contract (e.g. due to an application to open insolvency proceedings) that our claim on the purchase price is jeopardised by the buyer's inability to provide payment, we shall be entitled to refuse performance in accordance with the statutory provisions and - if necessary after setting a deadline - to withdraw from the contract (Section 321 BGB – i.e. German Civil Code). Where contracts relating to the manufacture of non-fungible goods (in this case customised products) are concerned, we are entitled to declare our withdrawal from the contract immediately: the statutory provisions relating to the dispensability of setting a deadline remain unaffected.

Section 6 Reservation of property rights

(1) We reserve the right of ownership of the goods sold until full payment of all our current and future claims arising from the purchase contract and an ongoing business relationship (secured claims).

(2) Payment of the secured claims may neither be pledged to third parties nor assigned as security. The buyer must notify us immediately in writing if an application for the opening of insolvency proceedings is made or if third parties have access to the goods belonging to us (e.g. through seizures).

(3) If the buyer acts in breach of contract, especially in the event of non-payment of the due purchase price, we shall be entitled to withdraw from the contract in accordance with the statutory provisions and/or to demand the return of the goods on the basis of the reservation of property rights. The demand for the return of goods does not also constitute a declaration of rescission of the contract, rather that we are entitled to merely demand the return of the goods and reserve the right to rescind the contract. If the buyer does not pay the due purchase price, we may only assert these rights if we have previously set the buyer a reasonable deadline for payment without payment being made or if setting such a deadline is superfluous based on statutory provisions.

(4) The customer is entitled to resell and/or process the goods subject to reservation of property rights in the ordinary course of business until such time as this authorisation is revoked in accordance with (c) below. In this instance, the following provisions additionally apply:

(a) The reservation of property rights extends to the full value of the products resulting from processing, blending or combination of our goods, whereby we are deemed to be recognised as the manufacturer. If, in the event of processing, blending or combining goods of third parties, the ownership rights of the latter are retained, we then acquire co-ownership when it comes to the proportion of the invoice values of the processed, blended or combined goods. In all other respects, the same conditions apply to the resulting product with regard to the goods delivered under the reservation of property rights.

(b) As security, the buyer hereby assigns to us any claims arising from the resale of the goods or the product against third parties in total or amounting to our potential co-ownership share in accordance with the previous paragraph: we accept the assignment. The obligations of the buyer stated in paragraph 2 also apply with regard to the assigned claims.

(c) The buyer remains authorised to collect the claim in the same way as we are. We undertake not to collect the claim as long as the buyer fulfils their payment obligations to us, there is no inability on the buyer's part to pay and as long as we do not assert the reservation of property rights by exercising a legal right in accordance with paragraph 3. However, should this be the case, we may demand that the buyer informs us of the assigned claims and their debtors, provides all details necessary for collection, transfers the relevant documents and informs the debtors (third parties) of the assignment. In such a case, we shall also be entitled to revoke the buyer's authorisation to resell and process the goods subject to reservation of property rights.

(d) If the realisable value of the collateral exceeds our claims by more than 10%, we shall release collateral of our choice at the buyer's request.

stand des Käufers zu erheben. Vorrangige gesetzliche Vorschriften, insbesondere zu ausschließlichen Zuständigkeiten, bleiben unberührt.

Section 7 Buyer's claims for defective deliverables

(1) Statutory provisions apply to the buyer's rights in the event of material defects and legal imperfections in title (including incorrect and short delivery as well as improper assembly, installation or faulty instructions) unless otherwise specified below. In all instances, the statutory provisions on the sale of consumer goods (Sections 474 et seq. BGB i.e. German Civil Code) and the rights of the purchaser arising from separately issued guarantees, in particular on the part of the manufacturer, remain unaffected.

(2) The basis of our liability for defects is primarily the agreement reached on quality and intended use of the goods (including accessories and instructions). All product descriptions and manufacturer's specifications which are the subject of the individual contract or which were made public by us (in particular in catalogues or on our Internet homepage) at the time of conclusion of

the contract are deemed to be quality agreements in this sense. In the absence of any quality agreement, the statutory provisions apply to determine whether or not a defect exists (Section 434 paragraph 3 BGB). Public statements made by the manufacturer or on their behalf, in particular in the form of advertising or on the labelling of the goods, take precedence over statements made by other third parties.

(3) In principle, we are not liable for defects that the buyer is aware of or is grossly negligent in failing to recognise when the contract is concluded (Section 442 BGB). Furthermore, the buyer's claims for defects presuppose that they have complied with their statutory inspection and notification obligations (Sections 377 and 381 HGB, i.e. German Commercial Code). In the case of building materials and other goods intended for installation or other subsequent processing, an inspection must always be conducted immediately prior to processing. If a defect is discovered during delivery, inspection or at any later time, we must be notified immediately in writing. In each case, obvious defects have to be reported in writing within 5 working days from delivery and defects not recognisable during the inspection within the same period from discovery. If the buyer neglects carrying out a proper inspection and/or reporting defects, our liability for the unreported defect or a defect that was not reported in a timely or proper manner is excluded in accordance with the statutory provisions. In cases of goods intended for assembly, mounting or installation, the above also applies if the defect only became apparent after the corresponding processing as a result of a breach of one of these obligations; in this case, the buyer is not entitled to claim compensation for the corresponding costs ('removal and installation costs').

(4) If a delivered item is defective, we may choose whether to provide subsequent fulfilment by remedying the defect (i.e. subsequent improvement) or by delivering a defect-free item (i.e. replacement delivery). If the type of subsequent fulfilment chosen by us is unacceptable for the buyer in any individual case, the buyer may decline it. Our right to refuse subsequent fulfilment under the statutory conditions remains unaffected.

(5) We are entitled to make a subsequent fulfilment dependent on the buyer paying the purchase price due. The buyer is, however, entitled to retain a share of the purchase price that is proportionate to the defect.

(6) The buyer is to provide us with the necessary time and opportunity for the subsequent fulfilment required, in particular to surrender the rejected goods for inspection purposes. In the event of a replacement delivery, the buyer is to return the defective item to us at our request in accordance with the statutory provisions: however, the buyer has no entitlement to restitution. The subsequent fulfilment does not include the dismantling, removal or disassembly of the defective item or the installation, attachment or assembly of a defect-free item if we were not originally obliged to perform these services, the buyer's compensation claims

for corresponding costs (for dismantling and assembly costs) remain unaffected.

(7) We shall bear or reimburse the expenses necessary for inspection and subsequent performance, in particular transport, travel, labour and material costs as well as any dismantling and installation costs in accordance with the statutory provisions and these GTCS, if a defect indeed exists. We may otherwise demand compensation from the buyer for the costs arising from an unjustified request to remedy a defect if the buyer knew or could have recognised that no defect actually existed.

(8) In urgent cases, for example if operational safety is jeopardised or so as to prevent disproportionate damage, the buyer has the right to remedy the defect themselves and to demand compensation from us for the expenses objectively required for this. We are to be notified immediately, if possible in advance, of any such self-performance. The right of self-performance does not exist if we would be entitled to refuse a corresponding subsequent fulfilment in accordance with the statutory provisions.

(9) If a reasonable deadline set by the buyer for subsequent fulfilment has expired without action being taken or is not necessary in accordance with the statutory provisions, the buyer may withdraw from the purchase contract or reduce the purchase price in accordance with the statutory provisions. In the case of a minor defect however, no right to cancellation of the contract is permitted.

(10) Any claim made by the buyer for reimbursement of expenses pursuant to Section 445a paragraph 1 BGB is excluded, unless the previous contract in the supply chain was a consumer goods purchase (Sections 478 and 474 BGB) or a consumer contract for the provision of digital products (Sections 445c paragraph 2, 327 paragraph 5, 327u BGB). Buyer's claims for damages or reimbursement of expenses incurred in vain (Section 284 BGB) only exist in accordance with the following Sections 8 and 9, even if the goods are defective.

Section 8 Other liability

(1) Unless otherwise stated in these GTCS as well as the following provisions, we shall be liable in the event of a breach of contractual and non-contractual obligations in accordance with the statutory provisions.

(2) We are liable for compensation – irrespective of whatever legal reasons – within the scope of fault-based liability in cases of intent and gross negligence. In the event of ordinary negligence, we are only liable, subject to statutory limitations of liability (e.g. exercising care in our own matters; minor breach of duty), for:

- a) damages resulting from injury to life, limb or health,
- b) damages arising from a breach of a material contractual obligation (i.e. an obligation the fulfilment of which is essential for proper performance of the contract and compliance with which the contractual partner regularly relies on and is entitled to rely on): in this case howe-

ver, our liability is limited to compensation of foreseeable, typically occurring damages.

(3) Liability limitations arising from paragraph 2 also apply to third parties and to breaches of duty by persons (including such breaches of duty that are in the favour of these persons) whose fault we are responsible for in accordance with statutory provisions. They do not apply if a defect has been fraudulently concealed or a guarantee for the quality of the goods has been assumed and for buyer's claims under the Product Liability Act.

(4) The buyer may only withdraw from or terminate a contract due to a breach of duty that does not constitute a defect if we are responsible for such a breach of duty. The buyer's unrestricted right of cancellation (in particular in accordance with Sections 650 and 648 BGB i.e. German Civil Code) is precluded. Otherwise the statutory requirements and legal consequences apply.

Section 9 Statute of limitations

(1) Notwithstanding Section 438 paragraph 1 no. 3 BGB (German Civil Code), the general limitation period for claims arising from material defects and legal imperfections is one year from the date of delivery. If acceptance has been agreed, the limitation period commences upon acceptance.

(2) If the goods in question form part of a building or an item that has been used for a building in accordance with its normal use and has caused defectiveness (to building material), the statute of limitations is 5 years from delivery in accordance with the statutory regulation (Section 438 paragraph 1 no. 2 BGB). Other special statutory provisions regarding the statute of limitations remain unaffected (in particular Section 438 paragraph 1 no. clause 1, paragraph 3, Sections 444 and 445b BGB).

(3) The above limitation periods relating to sales law also apply to contractual and non-contractual claims for damages by the buyer that are based on a flaw in the goods, unless the application of the regular statutory limitation period (Sections 195 and 199 BGB) would in individual cases lead to a shorter limitation period. The buyer's claims for damages pursuant to Section 8 paragraph 2 clause 1 and clause 2 (a) and pursuant to the Product Liability Act expire exclusively in accordance with the statutory limitation periods.

Section 10 Choice of law and place of jurisdiction

(1) These GTCS and the contractual relationship between ourselves and the buyer are governed by German law and exclude international uniform law in particular the UN Convention on Contracts for the International Sale of Goods.

(2) Should the buyer be a merchant as defined by the German Commercial Code (HGB), a legal entity under public law or a special fund under public law, the

sole – also international – place of jurisdiction for all disputes arising directly or indirectly from the contractual relationship shall be our registered office in Hermsdorf (Thuringia), Germany. The same applies if the buyer is an entrepreneur as defined by Section 14 BGB (German Civil Code). However in all cases we are also entitled to bring an action at the place of fulfilment of the delivery obligation in accordance with these GTCS or an overriding individual agreement or at the buyer's registered place of jurisdiction. Overriding statutory provisions, in particular regarding exclusive jurisdiction, shall remain unaffected.