ENGLISH READING TRANSLATION

General Conditions of Sale (AVB)

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1. Scope

1.1. These General Conditions of Sale (AVB) apply to all our business relationships with our customers (the “Buyer”).

1.2. The AVB apply in particular to contracts for the sale and/or delivery of goods. Our AVB also apply where the Buyer provides us with material (“customer-owned material”) for further processing. Our AVB become part of the contract no later than upon acceptance of the delivery. They also apply to all future business relationships, even if they are not expressly agreed again. Any differing conditions of the Buyer that we do not expressly acknowledge are not binding on us, even if we do not expressly object to them.

1.3. Our AVB also apply if we execute the order without reservation in the knowledge of conditions of the Buyer that conflict with or differ from our own.

1.4. Individual agreements made with the Buyer in specific cases (including ancillary agreements, supplements and amendments) always take precedence over these AVB. Subject to proof to the contrary, the content of such agreements is determined by a written contract or our written confirmation (in written or text form).

2. Offer and conclusion of the contract

2.1. Our offers are subject to change and are non-binding unless we have expressly designated them as binding. We reserve ownership, copyright and other intellectual property rights in all illustrations, calculations, drawings and other documents. The Buyer may pass them on to third parties only with our written consent, regardless of whether we have marked them as confidential.

2.2. The Buyer’s order for the goods constitutes a binding offer to enter into a contract. Unless the order provides otherwise, we are entitled to accept this contractual offer within two weeks of its receipt by us. If the order is placed electronically and an acknowledgement of receipt is issued, this acknowledgement does not yet constitute binding acceptance of the order. The order confirmation may be combined with the acknowledgement of receipt.

2.3. Acceptance may be declared either in writing (for example, by an order confirmation) or by delivery of the goods to the Buyer.

3. Prices and payment terms

3.1. Unless otherwise agreed, our prices are in euros and apply ex works, excluding packaging. Our prices do not include statutory value added tax. This is shown separately on the invoice on the date of invoicing.

3.2. Unless expressly agreed otherwise or stated on the invoice, payment for goods delivered must be made within 30 days of the invoice date without deduction. However, even in an ongoing business relationship, we are entitled at any time to make all or part of a delivery only against advance payment. We

shall declare any such reservation no later than in the order confirmation. All payments must be made without cash.

3.3. Any tooling costs incurred, however, become payable by the Buyer immediately upon completion.

3.4. The Buyer is entitled to set off claims, including where complaints about defects or counterclaims are asserted, only if the counterclaims have been established by a final and binding judgment, have been acknowledged by us or are undisputed.

4. Delivery and performance time

4.1. Delivery dates (a specific delivery date/week) and/or delivery periods (periods of time) are binding on us only if they are expressly agreed with us as binding in written/text form. Our written order confirmation is decisive in this respect.

4.2. Two weeks after an estimated delivery date (for example, one described as “approximately” or “expected”) has been exceeded, the Buyer may request in writing that we deliver within a reasonable period. The reasonableness of this additional period is determined taking into account the current market situation, the Buyer’s knowledge of it at the time the contract was concluded, and any events beyond our control that led to the estimated delivery date being exceeded. The aforementioned period is extended to four weeks in the case of new goods manufactured to the Buyer’s specifications.

4.3. The delivery period is extended by a reasonable amount if unforeseen obstacles arise that are beyond our control. These include force majeure, official measures or other delays in the completion of components to be supplied for which we are not at fault, disruptions in our operations or those of subcontractors, and delays in the delivery of essential construction materials and raw materials for which we are not responsible, insofar as these obstacles demonstrably have a significant effect on the completion or delivery of the item to be supplied. Such obstacles for which we are not responsible also lead to a reasonable extension of the delivery period if we are already in default. The delivery time stated by us does not begin until the technical questions have been clarified. The Buyer must likewise fulfil all obligations incumbent upon it properly and on time.

4.4. If the underlying purchase contract is a transaction for which timely performance is essential within the meaning of § 286 paragraph 2 no. 4 BGB or § 376 HGB, we are liable in accordance with the statutory provisions. The same applies if, as a result of a delay in delivery for which we are responsible, the Buyer is entitled to assert that it no longer has an interest in further performance of the contract. In this case, our liability is limited to foreseeable damage of the type that typically occurs, provided that the delay in delivery is not based on an intentional breach of contract for which we are responsible; fault on the part of our representatives or persons engaged by us to perform our obligations is attributable to us. We are likewise liable to the Buyer for a delay in delivery in accordance with the statutory provisions if it is based on an intentional or grossly negligent breach of contract for which we are responsible; fault on the part of our representatives or persons engaged by us to perform our obligations is attributable to us. Our liability is limited to foreseeable damage of the type that typically occurs, provided that the delay in delivery is not based on an intentional breach of contract for which we are responsible.

4.5. If a delay in delivery for which we are responsible is based on a culpable breach of a contractual obligation whose fulfilment is essential to the proper performance of the contract and on whose observance the Buyer regularly relies and is entitled to rely, with fault on the part of our representatives or persons engaged by us to perform our obligations being attributable to us, we are liable in accordance with the statutory provisions, subject to the proviso that in this case liability for damages is limited to foreseeable damage of the type that typically occurs.

4.6. Any further liability for a delay in delivery for which we are responsible is excluded. The Buyer's other statutory claims and rights available in addition to a claim for damages due to a delay in delivery for which we are responsible remain unaffected.

4.7. We are entitled at any time to make partial deliveries and provide partial performance insofar as this is reasonable for the Buyer. For individual and order-specific manufacture, we also reserve the right to make overdeliveries or underdeliveries of +/- 10 % of the order quantity.

4.8. If the Buyer is in default of acceptance, we are entitled to demand compensation for the resulting damage and any additional expenses. The same applies if the Buyer culpably breaches obligations to cooperate. Upon the occurrence of default of acceptance or debtor's default, the risk of accidental deterioration and accidental loss passes to the Buyer.

5. Transfer of risk / dispatch / packaging

5.1. Unless otherwise agreed, deliveries and any subsequent performance are made FCA at the place of delivery specified in our order confirmation (in accordance with Incoterms 2020).

5.2. We do not take back transport packaging or any other packaging under the Packaging Ordinance, with the exception of pallets.

5.3. If dispatch is delayed at the Buyer's request or through the Buyer's fault, we shall load the goods at the Buyer's cost and risk. In this case, notification that the goods are ready for dispatch is equivalent to dispatch.

5.4. At the Buyer's request and expense, we shall insure the delivery by taking out transport insurance.

5.5. Unloading the goods on delivery is in all cases the Buyer's responsibility. The Buyer must unload them without delay. Any unloading by the vehicle crew, or assistance they provide with unloading, is exclusively at the Buyer's risk and expense.

6. Warranty / rights in respect of defects

6.1. The Buyer has claims in respect of defects only if it has properly complied with its obligations to inspect and give notice of defects under § 377 HGB.

6.2. In the event of justified complaints about defects, we are obliged to provide subsequent performance, to the exclusion of the Buyer's rights to withdraw from the contract or reduce the purchase price, unless we are entitled under statutory provisions to refuse subsequent performance. The Buyer must grant us a reasonable period for subsequent performance. At the Buyer's option, subsequent performance may take the form of remedying the defect (repair) or delivering new goods. In the event of remedying a defect, we bear the necessary expenses insofar as they are not increased because the subject matter of the contract is located somewhere other than the place of performance. If subsequent performance has failed, the Buyer may, at its option, demand a reduction in the purchase price or declare withdrawal from the contract. A repair is deemed to have failed after the second unsuccessful attempt unless, in view of the subject matter of the contract, further attempts at repair are appropriate and reasonable for the Buyer. The Buyer may assert claims for damages due to the defect under the following conditions only after subsequent performance has failed. This does not affect the Buyer's right to assert further claims for damages under the following conditions.

6.3. In derogation from § 438 paragraph 1 no. 3 BGB, the general limitation period for claims arising from material defects and defects of title is one year from delivery. If acceptance has been agreed, the limitation period begins upon acceptance.

6.4. Irrespective of the preceding and following limitations of liability, we are liable in accordance with statutory provisions for damage to life, limb and health resulting from a negligent or intentional breach of

duty by us, our legal representatives or persons engaged by us to perform our obligations, and for damage covered by liability under the Product Liability Act. For damage not covered by sentence 1 and arising from intentional or grossly negligent breaches of contract or fraudulent conduct by us, our legal representatives or persons engaged by us to perform our obligations, we are liable in accordance with statutory provisions. In this case, however, liability for damages is limited to foreseeable damage of the type that typically occurs, insofar as we, our legal representatives or persons engaged by us to perform our obligations have not acted intentionally. To the extent that we have given a guarantee of quality and/or durability for the goods or parts of them, we are also liable within the scope of that guarantee. For damage arising from the absence of the guaranteed quality or durability but not occurring directly to the goods, however, we are liable only if the risk of such damage is clearly covered by the quality and durability guarantee.

6.5. We are also liable for damage caused by a merely negligent breach of contractual obligations whose fulfilment is essential to the proper performance of the contract and on whose observance the Buyer regularly relies and is entitled to rely. However, we are liable only insofar as the damage is typically associated with the contract and foreseeable.

6.6. Any further liability is excluded regardless of the legal nature of the claim asserted; this applies in particular to claims in tort or claims for reimbursement of wasted expenditure in lieu of performance. Insofar as our liability is excluded or limited, this also applies to the personal liability of our salaried employees, workers, staff, representatives and persons engaged by us to perform our obligations.

6.7. The Buyer’s claims for damages due to a defect become time-barred one year after delivery of the goods. If we, our legal representatives or persons engaged by us to perform our obligations are at fault for injury to life, limb or health, or if we or our legal representatives have acted intentionally or with gross negligence, or if ordinary persons engaged by us to perform our obligations have acted intentionally, the statutory limitation periods apply to the Buyer’s claims for damages.

6.8. For goods supplied by the Buyer, our liability is limited to the proper storage and processing of the goods.

7. Ownership and retention periods for tools

7.1. The manufacture of trial parts, including the costs of tools and moulds, is at the Buyer’s expense.

7.2. We undertake to retain tools owned by the Buyer and tools provided by the Buyer for a maximum of two years after their last use or deployment. To preserve our storage capacity, we reserve the right, after the retention period defined above has been exceeded, to arrange for disposal of the tools concerned, irrespective of the Buyer’s ownership rights.

8. Storage costs for material supplied by the Buyer in continuous lengths

8.1. For material supplied by the Buyer in continuous lengths (profiles), storage costs for the material concerned may be charged to the Buyer if there have been no movements (consumption) within the last 12 months. The costs depend on the storage space required and are within the customary range.

9. Retention of title

9.1. The goods delivered (goods subject to retention of title) remain our property until all claims, including all balance claims arising from a current account, to which we are entitled against the Buyer now or in the future have been satisfied. In the event of conduct by the Buyer in breach of contract, for example default in payment, we have the right to take back the goods subject to retention of title after first setting a reasonable period. If we take back the goods subject to retention of title, this constitutes withdrawal from the contract. If we seize the goods subject to retention of title, this constitutes withdrawal from the contract. We are entitled to realise the goods subject to retention of title after taking them back. After deduction of a reasonable amount for the costs of realisation, the proceeds must be offset against the amounts owed to us by the Buyer.

9.2. The Buyer must treat the goods subject to retention of title with care and, at its own expense, insure them adequately at replacement value against damage caused by fire, water and theft. The Buyer must carry out any necessary maintenance and inspection work in good time and at its own expense.

9.3. The Buyer is entitled to resell and/or use the goods subject to retention of title in the ordinary course of business as long as it is not in default in payment. Pledging them or transferring title to them by way of security is prohibited. The Buyer hereby assigns to us in full, by way of security, the claims (including all balance claims arising from a current account) arising from the resale or any other legal basis (insurance, tort) in respect of the goods subject to retention of title; we hereby accept the assignment. We revocably authorise the Buyer to collect the claims assigned to us for its own account and in its own name. The authorisation to collect may be revoked at any time if the Buyer does not properly fulfil its payment obligations. The Buyer is not authorised to assign this claim, even for the purpose of collecting receivables by way of factoring, unless an obligation is simultaneously established for the factor to pay the consideration in the amount of the claims directly to us for as long as we still have claims against the Buyer.

9.4. Any processing or transformation of the goods subject to retention of title by the Buyer is in all cases carried out for us. If the goods subject to retention of title are processed together with other items that do not belong to us, we acquire co-ownership of the new item in the ratio of the value of the goods subject to retention of title (final invoice amount including value added tax) to the other items processed at the time of processing. The same provisions apply to the new item created by processing as to the goods subject to retention of title. If the goods subject to retention of title are inseparably mixed with other items that do not belong to us, we acquire co-ownership of the new item in the ratio of the value of the goods subject to retention of title (final invoice amount including value added tax) to the other items mixed at the time of mixing. If the Buyer’s item is to be regarded as the principal item as a result of the mixing, the Buyer and we agree that the Buyer transfers proportionate co-ownership of this item to us; we hereby accept the transfer. The Buyer shall hold in safekeeping for us the sole ownership or co-ownership of an item that arises for us in this way.

9.5. If third parties take action against the goods subject to retention of title, in particular by seizure, the Buyer shall point out our ownership and notify us without delay so that we can enforce our ownership rights. Insofar as the third party is unable to reimburse us for the judicial or extrajudicial costs incurred in this connection, the Buyer is liable for those costs.

9.6. We are obliged to release the security to which we are entitled insofar as the realisable value of our security exceeds the claims to be secured by more than 10 %; the choice of the security to be released is at our discretion.

9.7. If deliveries are made against advance payment by the Buyer, we waive all simple, expanded and extended retention-of-title rights stated above. In the case of advance payments, ownership of the goods passes to the Buyer upon receipt of payment or upon handover of the goods.

10. Data protection

10.1. We process personal data insofar as this is necessary to fulfil the business relationship with the Buyer (the legal basis here is Art. 6 paragraph 1 point b) GDPR). As a general rule, this personal data is not disclosed to third parties unless this is necessary to provide services to the Buyer. If we use third-party services for parts of our service provision, we ensure that these service providers either do not (or cannot) gain knowledge of the customer's personal data or do so only where the statutory requirements are met. If a payment term is granted, we transmit the Buyer's personal data to our trade credit insurer. Disclosure takes place in individual cases after prior examination insofar as this is necessary to safeguard our legitimate interests.

11. Applicable law, place of performance and jurisdiction

11.1. The law of the Federal Republic of Germany applies to these AVB and to the contractual relationships between us and the Buyer, to the exclusion of international uniform law, in particular the UN Convention on Contracts for the International Sale of Goods.

11.2. The place of performance and jurisdiction for deliveries and payments (including actions relating to cheques and bills of exchange), and for all disputes arising between us and the Buyer from the purchase contracts concluded between us and the Buyer, is our place of business in Springe. However, we are also entitled to sue the Buyer at its place of residence and/or business.