

## General Terms of Sale of the KettenWulf Betriebs GmbH (January 2023)

### I. General provisions

1. These General Terms of Sale apply to all business relations with our customers ("Purchaser"), where the Purchaser is a businessman (§ 14 of the German Civil Code; "BGB"), a legal entity under public law or a special fund under public law in the sense of § 310 para. 1 BGB.
2. For the scope of deliveries or services ("deliveries") the mutual written declarations shall be relevant. The Purchaser's terms and conditions only apply where we have explicitly agreed to them in writing. In all other cases only these General Terms of Sale shall be relevant for the contract. Unless stipulated otherwise the General Terms of Sale in the version valid at the time of ordering or the last written version provided to the Purchaser apply also to identical future contracts without we have to point this out to the Purchaser in every individual instance.
3. Our General Terms of Sale shall also apply if we carry out the delivery to the Purchaser without reservation in the knowledge that the Purchaser's terms and conditions conflict with or deviate from our General Terms of Sale. Silence on declarations of the Purchaser is not to be regarded as consent.
4. Legally binding declarations and notifications required from the Purchaser following the conclusion of the contract (e.g. setting of deadlines, notifications of defects, declarations of cancellation or reduction) must be made in writing, i.e. in written or text form (e.g. letter, e-mail, fax), to be effective. Legal formal requirements and further evidence, in particular in cases of doubt as to the legitimacy of the declarant, remain unaffected.
5. References to the validity of statutory provisions have only clarifying significance. Even without such clarification, the statutory provisions shall therefore apply insofar as they are not directly amended or expressly excluded in these General Terms of Sale.

### II. Offer, purchase orders, offer documents

1. Our offers – in particular with reference to quantities, price and time of delivery – are subject to confirmation and non-binding, unless explicitly marked binding or containing a specific term of acceptance. This shall also apply if we have provided the Purchaser with catalogues, calculations and other product descriptions or documents – also in electronic form – to which we reserve ownership rights and copyrights.
2. Any amendments to and modifications of the agreement including the General Terms of Sale must be in writing to be effective. The requirement of written form shall also be deemed fulfilled if transferred by means of telecommunication such as facsimile or e-mail if a copy of the signed statement is transmitted. Our verbal admissions prior to the conclusion of the contract are not legally binding and any verbal agreements shall be replaced by the written contract unless they were meant to remain specifically valid after the conclusion of the contract.
3. With regard to the accuracy of the order, the Purchaser shall be responsible for providing us with all necessary information relating to the goods ordered within a reasonable time so that the order can be executed in accordance with the contract.

4. We reserve the unrestricted right of ownership and exploitation of copyright for all quotations, drawings, programs and data, even stored in electronic media, and other documents ("documents"). The documents may only be made available to third parties after our express written agreement. If the contract is not awarded to us, they must be returned immediately and without specific request (see also the obligation of non-disclosure in article X). Clauses 1 and 2 apply correspondingly to the Purchaser's documents. However, they may be made available to third parties to whom we have permissibly transferred deliveries. We have stored the Purchaser's data according to the data protection law.

### III. Prices and payment terms

1. The prices are quoted in EURO ex works ("EXW", incoterms 2020) excluding packaging, statutory sales tax, in case of export shipments customs duties and fees and any other public dues, unless expressly agreed otherwise. Insofar as we are prepared to deliver the goods to other locations at the request of the customer, the customer shall bear the costs of transport, packaging and insurance.
2. If we have taken over the setup or installation and unless otherwise agreed, the Purchaser shall bear all additional costs such as travel expenses, expenses for the transportation of tools and personal luggage as well as separation allowances in addition to the agreed compensation.
3. Invoices are payable within thirty days without any deductions unless otherwise agreed in writing. The relevant date of payment is the date the payment is credited to our account. Notwithstanding the foregoing, however, we shall be entitled at any time, also within the framework of an ongoing business relationship, to make a delivery in whole or in part only against advance payment. We shall declare a corresponding reservation at the latest with the order confirmation.
4. The Purchaser is deemed in default once the payment term has expired. When in default the purchase price is accruing interest at the statutory default interest rate. Any claims for higher interests and further damages in case of default remain unaffected. With respect to merchants, our claim to the commercial due date interest (§ 355 HGB) shall remain unaffected.
5. The Purchaser may set off only those claims or withhold payment due to claims that are undisputed or have been determined in a legally binding manner. In the event of defects in the delivery, counter rights of the Purchaser shall remain unaffected, in particular in accordance with Section VII of these General Terms of Sale.
6. If there are indications after conclusion of the contract that our entitlement to the purchase price is at risk through insufficient ability of the Purchaser to pay (e.g. by an application for opening of insolvency proceedings) then according to the statutory regulations we are entitled to refuse service and – if applicable after setting a deadline – to cancel the contract (§ 321 BGB). In the case of contracts for the manufacture of specific items (making to specification) withdrawal is possible immediately; this shall not affect the legal provisions concerning the dispensability of fixing a time limit.

#### IV Deliveries; default

1. Delivery shall be ex works ("EXW", incoterms 2020) in Eslohe-Kückelheim, which is also the place of performance for the delivery and any subsequent performance. At the request and expense of the Purchaser, the goods shall be shipped to another destination (sale by delivery to a place other than the place of performance). Unless otherwise agreed by written agreement, we shall be entitled to determine the type of shipment (in particular transport company, shipping route, packaging) ourselves at our best discretion, without assuming any liability for the cheapest and fastest transport.
2. Partial deliveries shall be permissible, provided they are acceptable for the Purchaser.
3. The delivery time shall be agreed individually or shall be stated by us upon acceptance of the order. If this is not the case, the delivery period is approximately six weeks. If shipping has been agreed, delivery dates and deadlines refer to the time of transfer to the forwarder, carrier or other third party assigned to transport the goods.
4. Provided we are unable to fulfil delivery periods for reasons for which we cannot be held responsible (non-availability of performance) we shall immediately inform the Purchaser to this effect and at the same time specify the likely new delivery time. If the service is not available within the new delivery deadline either we shall be entitled to cancel the contract in full or in part; we will reimburse an already provided consideration of the Purchaser immediately. Deemed as case of non-availability of the service within this meaning is in particular the late self-delivery by our suppliers (especially with regard to raw materials).
5. The compliance with deadlines for deliveries shall only be binding if all documents to be furnished by the Purchaser, necessary permits and approvals, especially concerning plans, are received in time and if agreed terms of payment and other obligations of the Purchaser are fulfilled. If these prerequisites are not met in time, the terms and deadlines shall be extended appropriately, on condition that we are not culpably responsible for the delay. The defense of non-performance of the contract remains reserved.
6. We shall not be liable for impossibility of delivery or for delays in delivery insofar as these are caused by force majeure or other events unforeseeable at the time of conclusion of the contract (e.g. operational disruptions of any kind, difficulties in the procurement of materials or energy, transport delays, strikes, lawful lockouts, shortages of labor, energy or raw materials, difficulties in obtaining necessary official permits, pandemics or epidemics, official measures or the failure to deliver, incorrect delivery or late delivery by suppliers despite a congruent hedging transaction concluded by the seller) for which we are not responsible. Insofar as such events make delivery considerably more difficult or impossible for us and the hindrance is not only of temporary duration, we shall be entitled to withdraw from the contract. In the event of hindrances of temporary duration, the delivery periods shall be extended or the delivery dates shall be postponed by the period of the hindrance plus a reasonable start-up period. If the purchaser cannot reasonably be expected to accept the delivery as a result of the delay, he may withdraw from the contract by giving us immediate written notice.
7. The occurrence of default in delivery is determined in accordance with legal regulations. In any case a reminder in writing by the Purchaser is required. If we default in delivery, the Purchaser is entitled to demand lump-sum compensation for his default damage. The lumpsum compensation shall be 0.5 % of the net price (delivery value) per complete calendar week's default, subject to a maximum of 5 % of the delivery value of the goods delivered late. We reserve the right to provide proof that the Purchaser suffered no loss at all or a significantly smaller loss than the aforementioned lump-sum.
8. Both claims for damages on part of the Purchaser due to a delayed delivery and claims for damages instead of the performance exceeding the limits specified in IV.7 are excluded for all cases of delayed performance, even after the expiry of a delivery deadline we have possibly been set. This does not apply in the case of intention, gross negligence or due to bodily injury, damage to health or in the case of loss of life where there is mandatory liability. The Purchaser may only withdraw from the contract within the framework of the statutory provisions if we are responsible for the delay in delivery. A change in the burden of proof to the detriment of the Purchaser is not associated with the above provisions.
9. At our request the Purchaser is required to state within a reasonable period of time whether he is withdrawing from the contract as a result of the delay, or whether he insists on the delivery.
10. If the Purchaser is in default of acceptance or violates other obligations to cooperate, we shall be entitled to demand compensation for the resulting damage, including any additional expenses. We reserve the right to assert further claims. In this case, the risk of accidental loss or accidental deterioration of the goods shall pass to the customer at the time of default of acceptance or other breach of cooperation obligations.
11. If dispatch or delivery is delayed at the request of the Purchaser by more than one month after notification of readiness for dispatch or if collection of the goods by the Purchaser is delayed for more than two weeks after notification of readiness for collection for reasons for which the Purchaser is responsible, the Purchaser may be charged storage costs amounting to 0.5% of the price of the items of the Supplies for each month or part thereof, but not more than a total of 5%. The contracting parties shall be at liberty to prove higher or lower storage costs.

#### V. Transfer of risk

1. The risk of accidental loss and the accidental deterioration of the goods is transferred to the Purchaser, even if delivery terms are carriage-paid, at the moment in which the consignment is made ready for despatch or collected. The goods shall be transported uninsured at the expense and in any event at the risk of the Purchaser. This shall also apply in cases of any delivery free of charge and regardless of which means of transport shall be used. At the Purchaser's request and expense, deliveries are insured by us against customary transport risks.
2. If the Purchaser is responsible for the delay of shipment, delivery, start, accomplishment of installation or mounting, taking over in the own factory or the test run, or if the Purchaser is late in accepting delivery for any other reason, the risk shall be passed to the Purchaser.

#### VI. Retention of title, security

1. We retain title to the goods until receipt of all payments arising from the

business relationship with the Purchaser, irrespective of delivery and transfer of risk.

2. In the event of conduct in breach of contract on the part of the customer, in particular in the event of default in payment, we shall be entitled to withdraw from the contract in accordance with the statutory provisions and/or to demand surrender of the goods on the basis of the retention of title. The demand for return does not at the same time include the declaration of withdrawal from the contract, unless we have expressly declared this in writing. If the purchaser does not pay the price due, we may only assert these rights if we have previously set the Purchaser a reasonable deadline for payment without success or if setting such a deadline is dispensable under the statutory provisions. The seizure of the goods by us shall always constitute a withdrawal from the contract. After taking back the goods, we shall be entitled to sell them. The proceeds of the sale shall be set off against the Purchaser's liabilities less reasonable costs of sale.
3. The Purchaser is obliged to treat the goods with care, in particular he is obliged to insure them adequately at his own expense against fire, water and theft damage at replacement value. If maintenance and inspection work is required, the Purchaser must carry this out at its own expense.
4. The goods subject to retention of title may not be pledged to third parties or assigned as security before full payment of the secured claims. In the event of seizures or other interventions by third parties, the Purchaser must notify us immediately so that we can take legal action in accordance with § 771 of the German Code of Civil Procedure (ZPO). If the Purchaser fails to comply with this obligation, he shall be liable for the damage incurred.
5. The Purchaser shall be entitled to resell the goods in the ordinary course of business; however, he hereby assigns to us all claims in the amount of the final invoice amount (including VAT) accruing to him from the resale against his customers or third parties, irrespective of whether the goods are resold without or after processing. We hereby accept the assignment. The Purchaser shall remain authorized to collect this claim even after the assignment. Our authority to collect the claim ourselves shall remain unaffected. However, we undertake not to collect the claim as long as the Purchaser meets his payment obligations from the proceeds collected, is not in default of payment and, in particular, as long as no application for the institution of insolvency proceedings has been filed or payments have not been suspended. If this is the case, however, we may demand that the Purchaser inform us of the assigned claims and their debtors, provide all information required for collection, hand over the relevant documents and inform the debtors (third parties) of the assignment.
6. The processing or transformation of the goods by the Purchaser shall always be carried out for us; in this respect we shall be deemed to be the manufacturer. The Purchaser's expectant right to the goods shall continue to apply to the processed goods. If the object of sale is further processed with other objects not belonging to us, we shall acquire co-ownership of the new object in the ratio of the value of the goods to the other processed objects at the time of processing. In all other respects, the same shall apply to the item created by processing as to the purchased item delivered under retention of title. The customer shall hold the co-ownership thus created in safe custody for us free of charge.
7. If the goods are inseparably mixed with other items not belonging to us, we shall acquire co-ownership of the new item in the ratio of the value of

the goods to the other mixed items at the time of mixing. If the mixing is carried out in such a way that the Purchaser's item is to be regarded as the main item, it shall be deemed to be agreed that the customer transfers co-ownership to us on a pro rata basis. The customer shall hold the sole or co-ownership thus created in safe custody for us.

8. The Purchaser also assigns to us the claim to secure our claim against him which has accrued against a third party through the connection of the object of sale with a plot of land. We accept the assignment.
9. We undertake to release the collateral to which we are entitled at the request of the Purchaser to the extent that the realizable value of our collateral exceeds the claims to be secured by more than 10%; the choice of the collateral to be released shall be ours.

#### VII. Warranty for material deficiencies

1. The statutory provisions shall apply to the rights of the Purchaser in the event of material defects (including wrong and short delivery as well as improper assembly/installation or defective instructions), unless otherwise stipulated below.
2. The basis of our liability for defects is above all the agreement reached on the quality and the presumed 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 publicly announced by us (in particular in catalogs or on our Internet homepage) at the time of the conclusion of the contract shall be deemed to be an agreement on quality in this sense. Insofar as the quality was not agreed, it shall be assessed according to the statutory regulation whether a defect exists or not (§ 434 para. 3 BGB).
3. Claims for defects shall not exist in the case of only insignificant deviation from the agreed quality, in the case of only insignificant impairment of usability, in the case of natural wear and tear or damage occurring after the transfer of risk as a result of incorrect or negligent handling, excessive stress, unsuitable operating materials, unsuitable and improper use, incorrect assembly or commissioning by the Purchaser or third parties. Faulty construction work, unsuitable building ground, chemical, electronic or electrical influences - insofar as we are not responsible for them - or such faults which arise due to special influences which are not presupposed according to the contract. If the Purchaser or third parties carry out improper modifications or repair work, there shall also be no claims for defects for these and the resulting consequences. Complaints with regard to the number of pieces and packaging of the goods are also excluded if the required bill on the delivery bill or consignment note or the receipt of delivery is missing.
4. As a matter of principle, we shall not be liable for defects of which the Purchaser is aware at the time of conclusion of the contract or is not aware due to gross negligence (§ 442 BGB). Furthermore, the Purchaser's claims for defects presuppose that he has complied with his statutory duties of inspection and notification (§§ 377, 381 HGB). In the case of building materials and other goods intended for installation or other further processing, an inspection must in any case be carried out immediately before processing. If a defect becomes apparent during delivery, inspection or at any later time, we must be notified of this immediately in writing and with a detailed description of the defect. In any case, obvious defects must be notified to us in writing within ten working days of deliv-

ery, and defects which are not apparent upon inspection must be notified within the same period of time after discovery. If the Purchaser fails to make the proper inspection and/or notification of defects, the goods shall be deemed to have been approved or accepted and our liability for the defect not notified or not notified in time or not notified properly shall be excluded in accordance with the statutory provisions. In the case of goods intended for incorporation, attachment or installation, this shall also apply if the defect only became apparent after the corresponding processing as a result of the breach of one of these obligations; in this case, the Purchaser shall in particular have no claims for reimbursement of corresponding costs ("removal and installation costs").

5. If the delivered item is defective, we may initially choose whether to provide subsequent performance by remedying the defect (rectification) or by delivering an item free of defects (replacement). If the type of subsequent performance chosen by us is unreasonable for the Purchaser in the individual case, the customer may reject it. Our right to refuse subsequent performance under the statutory conditions shall remain unaffected.
6. We shall be entitled to make the subsequent performance owed dependent on the customer paying the purchase price due. However, the Purchaser shall be entitled to retain a reasonable part of the purchase price in relation to the defect.
7. The Purchaser shall give us the time and opportunity required for the subsequent performance owed, in particular to hand over the goods complained about for inspection purposes. In the event of a replacement delivery, the Purchaser shall return the defective item to us at our request in accordance with the statutory provisions; however, the Purchaser shall not have a claim for return. Subsequent performance shall neither include the dismantling, removal or disassembly of the defective item nor the installation, attachment or assembly of a defect-free item if we were not originally obligated to perform such services; claims of the Purchaser for reimbursement of corresponding costs ("dismantling and assembly costs") shall remain unaffected.
8. We shall bear or reimburse the expenses required for the purpose of inspection and subsequent performance, in particular transport, travel, labor and material costs and, if applicable, removal and installation costs, in accordance with the statutory provisions and these General Terms of Sale, if a defect is actually present. Otherwise, we shall be entitled to demand reimbursement from the Purchaser of the costs incurred as a result of the unjustified request to remedy the defect if the Purchaser knew or was negligent in not knowing that there was actually no defect. At our request, the goods complained of shall be returned to us carriage paid. In the event of a justified notice of defect, we shall reimburse the costs of the most favorable shipping route; this shall not apply if the costs increase because the goods are located at a place other than the place of intended use.
9. In urgent cases, e.g. if operational safety is endangered or to prevent disproportionate damage, the Purchaser shall have the right to remedy the defect itself and to demand reimbursement from us of the expenses objectively necessary for this purpose. We are to be informed immediately of such a self-remedy, if possible in advance. The right of self-execution shall not exist if we would be entitled to refuse a corresponding subsequent performance in accordance with the statutory provisions.

10. If a reasonable period to be set by the Purchaser for subsequent performance has expired unsuccessfully or is dispensable in accordance with the statutory provisions, the Purchaser may rescind the purchase contract or reduce the purchase price in accordance with the statutory provisions. In the case of an insignificant defect, however, there shall be no right of withdrawal.
11. Warranty claims of the Purchaser shall become statute-barred 12 months after the passing of risk or, if acceptance is required, after acceptance. This shall not apply insofar as longer periods are prescribed by law and in all cases of injury to life, limb or health, in the event of a breach of duty committed by us intentionally or negligently and in the event of fraudulent concealment of a defect. The statutory provisions on suspension of expiry, suspension and recommencement of the periods shall remain unaffected.
12. Claims of the Purchaser for damages or reimbursement of expenses incurred in vain shall also exist in the event of defects only in accordance with Section IX and shall otherwise be excluded.

#### VIII. Commercial property rights and copyrights, defects of title

1. Unless otherwise agreed, we are obliged to provide the delivery free of industrial property rights and copyrights of third parties ("Property Rights") only in the country of the place of delivery.
2. Each contracting party shall notify the other contracting party in writing without undue delay if claims are asserted against it for the infringement of such rights.
3. In the event that the goods infringe an industrial property right or copyright of a third party, we shall, at our discretion and at our expense, modify or replace the goods in such a way that the rights of third parties are no longer infringed, but the goods continue to fulfill the contractually agreed functions, or procure the right of use for the customer by concluding a license agreement with the third party. If we do not succeed in doing so within a reasonable period of time, the Purchaser shall be entitled to rescind the contract or to reduce the purchase price appropriately. Any claims for damages on the part of the Purchaser shall be subject to the limitations set forth in Section IX of these General Terms of Sale.
4. Claims of the Purchaser are excluded insofar as he is responsible for the infringement of property rights.
5. Claims of the Purchaser are also excluded if the infringement of property rights is caused by special specifications of the Purchaser, by an application not foreseeable by us or by the fact that the goods are modified by the Purchaser or used together with products not supplied by us.
6. If the goods have to be manufactured or otherwise processed by us and the Purchaser has submitted a specification for this purpose, the Purchaser shall indemnify us against any loss, damage, costs or other disadvantages which we suffer because the contractual processing of the goods has been found to infringe a patent, copyright, trademark or other industrial property right of a third party due to the Purchaser's specification.

7. In the event of other defects of title, the provisions of Section VII shall apply accordingly.
8. Further claims or claims other than those regulated in this Art. VIII against us and our vicarious agents due to a defect of title are excluded.

#### IX. Other claims for damages

1. Claims for damages and reimbursement of expenses of the Purchaser ("Claims for Damages"), irrespective of the legal basis, in particular due to breach of duties arising out of the contractual obligation and tort, shall be excluded in accordance with the provisions of this Clause IX, to the extent that fault is involved in each case, except for claims based on delay, where we shall be liable pursuant to Clause IV.
2. This shall not apply in cases of mandatory liability, e.g. under the Product Liability Act, in cases of intent, gross negligence, injury to life, limb or health, or breach of a condition which goes to the root of the contract (an obligation the performance of which is essential to the proper performance of the contract and on the performance of which the contracting party regularly relies and may rely). However, the claim for damages for the breach of essential contractual obligations shall be limited to the foreseeable damage typical for the contract, unless there is intent or gross negligence or liability exists due to injury to life, body or health. A change of the burden of proof to the disadvantage of the Purchaser is not connected with the above regulations.
3. The limitations of liability resulting from clauses IX.1 and IX.2 above shall also apply in the event of a breach of duty by persons for whose fault we are responsible in accordance with statutory provisions, e.g. representatives and vicarious agents. They shall not apply insofar as we have fraudulently concealed a defect or have assumed a guarantee for the quality of the goods. Insofar as our liability is excluded or limited, this shall also apply to the personal liability of our employees, workers, staff, representatives and vicarious agents.
4. Due to a breach of duty which does not consist of a defect, the Purchaser may only withdraw from or terminate the contract if we are responsible for the breach of duty. A free right of termination of the Purchaser (in particular according to §§ 650, 648 BGB) is excluded.
5. The objection of contributory negligence (§ 254 BGB) remains unaffected.
6. The limitation periods set forth in clause VII.11 shall also apply to contractual and non-contractual claims for damages of the Purchaser based on a defect of the goods, unless the application of the regular statutory limitation period (§§ 195, 199 BGB) would lead to a shorter limitation period in the individual case. However, claims for damages of the Purchaser based on injury to life, body or health, in cases of intent or gross negligence as well as under the Product Liability Act shall become time-barred exclusively in accordance with the statutory limitation periods.

#### X. Confidentiality and data protection

1. The Purchaser shall treat the conclusion of the contract as confidential and may only refer to the business relationship with us in advertising materials after our written consent. The Purchaser undertakes to treat all commercial or technical details which are not in the public domain

and which become known to him through the business relationship as business secrets and to oblige his employees accordingly.

2. The obligation to maintain confidentiality shall continue to apply for a period of three calendar years after termination of the contract.
3. We will treat any personal data of the customer in accordance with the data protection law applicable in Germany, in particular the DS-GVO.

#### XI. Final provisions

1. Unless otherwise stated in the order confirmation, our registered office in Eslohe-Kückelheim shall be the place of performance.
2. If the Purchaser is a merchant within the meaning of the German Commercial Code, a legal entity under public law or a special fund under public law, the exclusive – also international – place of jurisdiction for all disputes arising from or in connection with the contract shall be our registered office. The same shall apply if the Purchaser is an entrepreneur within the meaning of § 14 BGB. However, we shall also be entitled in all cases to sue the customer at his general place of jurisdiction. Overriding statutory provisions, in particular regarding exclusive jurisdiction, shall remain unaffected.
3. The legal relations in connection with this contract shall be governed by German substantive law to the exclusion of the United Nations Convention on Contracts for the International Sale of Goods of 11 April 1980 (CISG).
4. Insofar as the contract or these General Terms of Sale contain loopholes, the legally effective provisions that would have been agreed by the contracting parties in accordance with the economic objectives of the contract and the purpose of these General Terms of Sale if they had known about the loophole shall be deemed to have been agreed in order to fill these loopholes.
5. The Purchaser shall not make any gratuities to our employees or management, including but not limited to gifts, special compensation, trips, cash, samples, tickets for entertainment events or the like.
6. Typographical errors, miscalculations and similar obvious inaccuracies may be corrected by us at any time after discovery without our being held liable for any damages resulting from such errors.
7. Should individual parts of these General Terms of Sale be invalid, this shall not affect the validity of the remaining provisions.

Eslohe-Kückelheim, 1 January 2023