

1. General Information, Validity

- 1.1 These General Terms and Conditions (GTC) apply to all our business relationships with our customers (purchasers), including consultancy services, if the purchaser is an entrepreneur (Section 14 of the German Civil Code (BGB)), a legal entity under public law or a special fund under public law.
- 1.2 Unless otherwise agreed, the version of the GTCs that is valid at the time of the buyer's order or, in any case, the version that was last provided to the buyer in text form shall also apply as a framework agreement for similar future contracts without us having to refer to them in each individual case.
- 1.3 Our Terms and Conditions shall apply exclusively. Any of the Buyer's terms and conditions that differ from, conflict with, or supplement these Terms and Conditions shall become part of the contract only if and to the extent that we have expressly agreed to them. This shall also apply in the event of unconditional delivery to the Buyer. The Buyer's terms and conditions of purchase are hereby expressly rejected.
- 1.4 Individual agreements made with the buyer in individual cases, including ancillary agreements, supplements and amendments, shall in any case take precedence over these GTC. Subject to proof to the contrary, a written contract or our written confirmation shall be decisive for the content of such agreements.
- 1.5 Legally relevant declarations and notifications by the buyer must be made in writing, which includes the written and text form (e.g. letters, e-mails, faxes). Statutory formal requirements remain unaffected.
- 1.6 References to the validity of statutory provisions are for the purposes of clarification only. Unless otherwise agreed, the statutory provisions shall therefore apply.

2. Offer and conclusion of contract

- 2.1 All offers are subject to change and are non-binding. This also applies if we have provided the buyer with catalogues, technical documents, other product descriptions or records to which we hold property rights or copyrights.
- 2.2 The order of goods by the buyer shall be deemed a binding offer of contract. Unless otherwise stated in the order, we shall be entitled to accept this offer of contract within two weeks of its receipt by us. The acceptance can be declared in writing (e.g. by order confirmation) or by delivery of the goods to the buyer.

3. Delivery times and default

- 3.1 Delivery times shall only be deemed agreed if a written commitment from our management expressly designated as binding is available. An agreed delivery time in an individual case shall be extended by the period during which the buyer is in default of his contractual obligations – within an ongoing business relationship also from other contracts. The occurrence of our default in delivery shall be determined in accordance with the statutory provisions, but shall always require a reminder from the buyer in text or written form.
- 3.2 If we are unable to meet binding delivery deadlines for reasons for which we are not responsible (non-availability of performance), we shall inform the buyer of this without delay and at the same time notify him of the expected delivery period. If the service is also not available within the new delivery period, we shall be entitled to withdraw from the contract in whole or in part; we will then reimburse any consideration already paid. In particular, non-availability of the service shall be deemed to be the case if our suppliers fail to deliver to us on time, provided that we have concluded a congruent hedging transaction and neither we nor our suppliers are at fault.
- 3.3 Partial deliveries and partial services are permissible to a reasonable extent.
- 3.4 Force majeure entitles us to postpone the fulfilment of assumed obligations for a reasonable period of time or to withdraw from the contract. In this case, we will inform the buyer immediately and refund any consideration already paid. The buyer has the same right under sentence 1 if acceptance of the goods is unreasonable for him due to the delay. Force majeure includes strikes, lockouts, epidemics, pandemics and other circumstances that make delivery significantly more difficult or impossible for us and that we could not avert despite taking reasonable care in the circumstances of the individual case, regardless of whether they occurred to us or to our suppliers. This also includes obstacles that existed before the contract was concluded but were unknown to the contracting parties.
- 3.5 In the event of delayed or omitted delivery due to the fault of our suppliers, we undertake to assign any claims for compensation against the supplier to the buyer on account of performance. The buyer is then obliged to first assert his claims against our supplier.
- 3.6 In the event of default in delivery or impossibility of performance, our liability for damages shall be limited to the extent specified in Section 8 of these Terms and Conditions.
- 3.7 The right of the buyer to withdraw from the contract after the fruitless expiry of a reasonable grace period set by us remains unaffected.

4. Place of performance, shipment, transfer of risk, packaging

- 4.1 Unless otherwise agreed, delivery shall be ex warehouse, which shall also be the place of performance for the delivery and any subsequent delivery. At the request and expense of the buyer, the goods shall be shipped to a different destination (sale to destination according to buyer's instructions).
- 4.2 Unless otherwise agreed, we shall be entitled to determine the type of shipment (in particular the transport company, shipping route and packaging).
- 4.3 If the buyer delays acceptance, fails to cooperate 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 damages, including any additional expenses such as storage costs. In the event of a delay in acceptance, the risk

shall pass to the buyer after notification of readiness for dispatch and non-acceptance or failure to cooperate on the part of the buyer. The goods shall then be stored at the buyer's expense and risk. Upon storage, the storage invoice shall become due immediately.

- 4.4 The risk of accidental loss and deterioration of the goods shall pass to the buyer at the latest upon delivery. In the case of sale to destination, this risk passes to the carrier or freight forwarder or to the person authorised by the buyer to pick up the goods. Insofar as an acceptance has been agreed, this is decisive for the transfer of risk. The handover or acceptance is the same if the buyer is in default of acceptance.
- 4.5 As a final distributor of so-called 'packaging not subject to system participation' (commercial packaging), which includes in particular transport and outer packaging and which does not accumulate in private households, we are obliged under Section 15 (1) sentence 5 of the German Packaging Act (VerpackG) to provide information about our take-back obligation. The purpose of the return is to increase the return rates in order to achieve the recycling targets set by the European Union. The obligation to take back packaging is limited to used, empty packaging of the same type, shape and size that we use for goods within our range. If the buyer decides to return transport packaging, outer packaging, sales packaging or reusable packaging that is subject to our obligation to take it back, it must be returned to our premises. The costs for the return and for the disposal/recycling shall be borne by the buyer.

5. Prices and payment terms

- 5.1 Unless otherwise agreed, our prices at the time of the conclusion of the contract apply ex warehouse plus the respective valid sales tax. We invoice in euros, unless otherwise agreed.
- 5.2 The purchase price shall be due and payable within 30 calendar days of the invoice date following delivery and/or acceptance of our goods. The buyer shall be in default after this payment period has expired. If the buyer provides his email address, he shall receive the invoice in electronic form.
- 5.3 Unless otherwise agreed with the buyer, we shall grant a 2 % discount if the buyer's payment is received by us within 10 calendar days of the invoice date after delivery or acceptance of the goods and the buyer has settled in full all liabilities due to us at the time of the discount. If the buyer has authorised us to collect the amount owed by him immediately using the direct debit procedure, we shall grant a 3 % discount.
- 5.4 Otherwise, all payments to us are to be made without deductions. Payment and discount periods shall be deemed to have been met if we can dispose of the amount within the period.
- 5.5 We are entitled to demand advance payment for a delivery in whole or in part.
- 5.6 In the case of mail order purchases, the buyer shall bear the transport costs ex warehouse, any customs duties, fees, taxes and other charges, as well as the costs of any transport insurance requested by him. If we fulfil the buyer's order in accordance with Section 3.3 by means of partial delivery, the buyer shall only incur shipping costs for the first partial delivery, unless the partial delivery is at the buyer's request.
- 5.7 During the period of default, interest shall be paid on the purchase price owed by the buyer at the applicable default interest rate. We reserve the right to claim further damages caused by default.
- 5.8 If, after the conclusion of the contract, it becomes apparent (e.g. due to an application for the opening of insolvency proceedings or the suspension of payments) that our claim to the purchase price is at risk due to the Buyer's inability to pay, 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). In this case, all our claims against the buyer shall become due immediately. In the case of contracts for the manufacture of specific items (custom-made items), we may declare our withdrawal immediately; the statutory provisions regarding the dispensability of setting a deadline shall remain unaffected.
- 5.9 The buyer shall only be entitled to set-off or retention rights against us to the extent that the buyer's claim has been legally established or is undisputed. In the event of defects in our delivery, the Buyer's counterclaims, in particular the right to withhold a reasonable portion of the purchase price in proportion to the defect, shall remain unaffected. However, we shall be entitled to avert the Buyer's exercise of a right of retention by providing security, including in the form of a bank guarantee.

6. Retention of title

- 6.1 The goods remain our property (reserved goods) until all current or future claims arising from the purchase contract and an ongoing business relationship (secured claim) to which we are entitled against the buyer have been satisfied.
- 6.2 The Buyer is not entitled to pledge the goods or use them as security. The Buyer must inform us immediately in writing if an application is made to open insolvency proceedings or if third parties gain access to the goods (e.g. through attachment).
- 6.3 If the buyer acts in breach of contract, in particular if the buyer fails to pay 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 title. The demand for surrender does not automatically imply a declaration of withdrawal; rather, we are entitled to demand only the surrender of the goods and to reserve the right of withdrawal. 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 success or if setting such a deadline is dispensable according to the statutory provisions.

6.4 The buyer is authorised until further notice in accordance with 6.4 c. to resell and/or process the goods subject to retention of title in the ordinary course of business. In this case, the following provisions shall apply in addition.

a. The retention of title extends to the full value of the products resulting from the processing, mixing or combining of our goods, whereby we are considered the manufacturer. If, in the event of processing, mixing or combining with goods of third parties, the ownership rights of the third parties remain in effect, we shall acquire co-ownership in proportion to the invoice values of the processed, mixed or combined goods. In all other respects, the same shall apply to the resulting product as to the goods delivered under retention of title.

b. The buyer hereby assigns to us, as security, all claims against third parties arising from the resale of the goods or products, either in full or in the amount of our co-ownership share, in accordance with the previous paragraph. We accept the assignment. The buyer's obligations as set out in 6.2 also apply with regard to the assigned claims.

c. The buyer remains authorised to collect the claim alongside us. We undertake not to collect the claim as long as the buyer meets his payment obligations to us, there is no deficiency in his ability to pay and we do not assert the reservation of title by exercising a right in accordance with 6.3. If this is the case, however, we can demand that the buyer informs us of the assigned claims and their debtors, provides all the information necessary for collection, hands over the relevant documents and informs the debtors (third parties) of the assignment. In addition, we are entitled in this case to revoke the buyer's authorisation to resell and process the goods subject to retention of title.

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

7. Buyer's obligation to give notice of defects and claims for defects

7.1 The statutory provisions shall apply to the rights of the buyer in the event of material defects and defects of title (including wrong and short delivery as well as improper assembly or defective assembly instructions), unless otherwise specified below. In all cases, the special statutory provisions for the delivery of unprocessed goods to a consumer shall remain unaffected, even if the consumer has processed them further (supplier recourse according to Section 478 BGB) and the rights of the buyer arising from separate guarantees, in particular from the manufacturer. Claims from supplier recourse are excluded if the defective goods have been further processed by the buyer or another entrepreneur, e.g. by installation in another product.

7.2 The basis for our liability for defects is, above all, the agreement made regarding the quality of the goods. All product descriptions that are the subject of the individual contract or that we have made public (e.g. in catalogues or on the internet) shall be deemed to be an agreement on the quality of the goods. If there is no agreement on quality, the statutory warranty provisions shall apply. We do not assume any liability for public statements made by other third parties (e.g. advertising messages).

7.3 In the case of goods with digital elements or other digital content, we are only obliged to provide and, if necessary, update the digital content if this is expressly stated in a quality agreement in accordance with 7.2. We do not assume any liability for public statements made by the manufacturer or other third parties.

7.4 We shall not be liable for defects of which the buyer was aware at the time of the conclusion of the contract or which the buyer was not aware due to gross negligence. The buyer's claims under the warranty for defects presuppose that the buyer has fulfilled his statutory obligations to inspect and give notice of defects. If a defect becomes apparent upon delivery, inspection or at any later point in time, we must be notified of this in text form without undue delay. Obvious defects must be reported to us in text form within ten calendar days of delivery and, in the case of defects not recognisable during the inspection, within the same period of time from the time of discovery. If the buyer fails to properly inspect the goods and/or report defects, our liability for the defect not reported, not reported in time or not properly reported is excluded in accordance with the statutory provisions.

7.5 If the delivered item is defective, we may initially choose whether we provide subsequent performance by remedying the defect (rectification) or by delivering a defect-free item (replacement delivery). If the type of subsequent performance is unreasonable for the buyer, he can refuse it. Our right to refuse subsequent performance under the statutory conditions remains unaffected.

7.6 We are entitled to make the subsequent performance owed dependent on the buyer paying the purchase price due. However, the buyer is entitled to withhold a reasonable portion of the purchase price in relation to the defect.

7.7 The buyer shall give us the time and opportunity necessary for the subsequent performance owed and, in particular, hand over the goods complained about for inspection purposes. In the event of a replacement delivery, the buyer shall return the defective item to us in accordance with the statutory provisions. The subsequent performance shall include neither the removal of the defective item nor its reinstallation if we were not originally obliged to install it.

7.8 If the subsequent performance has failed or a reasonable deadline to be set by the buyer for the subsequent performance has expired without success or is dispensable according to the statutory provisions, the buyer can withdraw from the purchase contract or reduce the purchase price. However, there is no right of withdrawal for an insignificant defect.

7.9 Claims by the buyer for reimbursement of expenses in accordance with Section 445a (1) BGB are excluded, unless the last contract in the supply chain is a consumer goods purchase or a consumer contract for the provision of digital products. Claims of the buyer for damages or compensation for wasted expenses

shall only exist in accordance with sections 8 and 9 of these GTC, even in the case of defects, and are otherwise excluded.

8. Other liability

8.1 Unless otherwise provided in these GTC, we shall be liable in the event of a breach of contractual and non-contractual obligations in accordance with the statutory provisions.

8.2 We shall be liable for damages – regardless of the legal grounds – in the context of fault-based liability in the event of intent and gross negligence. In the event of simple negligence, we shall be liable, subject to statutory limitations of liability (e.g. for diligence in our own affairs), only

a. for damages resulting from injury to life, limb or health;

b. for damages resulting from the significant breach of an essential contractual obligation (an obligation whose fulfilment is essential to the proper execution of the contract and on whose compliance the contractual partner regularly relies and may rely); in this case, however, our liability is limited to compensation for the foreseeable, typically occurring damage.

8.3 The limitations of liability arising from the above clause 8.2 also apply to breaches of duty by or in favour of persons for whose fault we are responsible according to legal regulations. They do not apply if a defect has been fraudulently concealed or a guarantee for the quality of the goods has been assumed, nor do they apply to claims of the buyer under the Product Liability Act.

8.4 The buyer may only withdraw from or terminate the contract due to a breach of duty that does not consist of a defect if we are responsible for the breach of duty. An unrestricted right of termination on the part of the buyer (in particular in accordance with §§ 650, 648 BGB) is excluded. In all other respects, the statutory requirements and legal consequences shall apply.

9. Limitation

9.1 Notwithstanding Section 438 (1) no. 3 BGB, the general limitation period for claims arising from material defects or defects of title is one year from delivery. If acceptance has been agreed, the limitation period shall commence upon acceptance.

9.2 The above limitation periods shall also apply to contractual and non-contractual claims for damages by the buyer that are based on a defect in the goods, unless the application of the regular limitation period (Sections 195, 199 BGB) would lead to a shorter limitation period in individual cases. However, the Buyer's claims for damages under Section 8.2, sentence 1 and Section 8.2. a. as well as under the Product Liability Act shall become time-barred exclusively in accordance with the statutory limitation periods. This shall also not affect further special statutory provisions regarding the limitation period (in particular Section 438 (3), Sections 444, 445b BGB).

10. Place of Jurisdiction

10.1 If the buyer is a merchant, entrepreneur (Section 14 BGB), legal entity under public law or a special fund under public law, the exclusive place of jurisdiction for all disputes arising from or in connection with the concluded contracts, including international disputes, shall be Hanover. The same place of jurisdiction shall apply if the buyer does not have a general place of jurisdiction in the Federal Republic of Germany at the time of the initiation of legal proceedings. However, we are also entitled in all cases to bring an action at the place of performance of the delivery obligation in accordance with these terms and conditions or a prior individual agreement, or at the general place of jurisdiction of the buyer.

10.2 These terms and conditions and the contractual relationship with the buyer shall be governed by the laws of the Federal Republic of Germany, excluding international uniform law, in particular the UN Convention on Contracts for the International Sale of Goods.

As of: March 2025

Ludwig Bertram GmbH