

TERMS AND CONDITIONS - GENERAL TERMS AND CONDITIONS

1. Scope of application

- 1.1. deliveries, services and offers of the company RösseL Messtechnik GmbH (hereinafter referred to as the supplier) are made exclusively on the basis of these terms and conditions and with the content of these terms and conditions. They shall also apply to all future business relations/orders, even if these terms and conditions are not expressly agreed again. Contracts for the sale of precious metals, repairs and installations are excluded. These are subject to separate terms and conditions, unless they are expressly mentioned in these terms and conditions.
- 1.2. counter-confirmations of the customer with reference to his terms and conditions of business or purchase are hereby rejected insofar as they do not coincide with these terms and conditions of sale and delivery. General terms and conditions of the Purchaser deviating from these Terms and Conditions of Sale and Delivery of the Supplier shall not apply even if the Purchaser has last referred to its general terms and conditions.
- 1.3. all agreements made between the Supplier and the Purchaser at the time of conclusion of the contract for the purpose of executing the contract must be set out in writing in this contract.
- 1.4. these terms and conditions of sale and delivery apply to business transactions with entrepreneurs and companies.

2. Offer acceptance, retention of title

- 2.1. offer and acceptance as well as all agreements of an order must be in text form. Offers made by the Supplier shall be valid for a period of 6 weeks from receipt by the Purchaser. The confirmation of the purchaser that he has received the offer shall be valid. If the offer is not accepted by the purchaser within this period, it shall lose its validity. A delivery obligation is only established by the conclusion of the contract.
- 2.2. the supplier's employees are not authorized to make ancillary agreements or give assurances that go beyond the content of the contract in text form.
- 2.3. all documents made available to the Purchaser by the Supplier shall remain the property of the Supplier; they may not be made accessible to third parties without the prior consent of the Supplier and must be returned in full, including any copies made, without delay. This shall not apply if the Supplier's documents are necessary for the Purchaser to carry out the order or if the Supplier has undertaken to hand them over definitively. The information contained in catalogs, brochures and other written documents must be checked by the Purchaser for suitability for the planned application before acceptance and use. This also applies to the selection of suitable materials. The purchaser must inform himself about the possible uses of the product. The Supplier is not obliged to check the correctness and/or legal admissibility of the Purchaser's specifications and/or requirements.
- 2.4. The Purchaser warrants that the execution of the order does not involve any infringement of industrial property rights by products, drawings or samples provided by the Purchaser or third parties.
- 2.5. unless expressly agreed otherwise, the information provided to the Supplier in connection with orders shall not be deemed confidential.
- 2.6. Samples requested by the Purchaser shall be invoiced by the Supplier on a time and material basis. For drawings, illustrations, dimensions, weights, technical data, material specifications or other performance data, the approximate values customary in the industry shall be deemed to be the contractual quality, unless otherwise agreed.

3. Delivery time and scope

- 3.1. delivery dates or periods are approximate dates and periods, unless expressly

agreed otherwise.

- 3.2. the delivery period begins with the dispatch of the declaration of acceptance by the supplier and, in the case of an offer by the customer, with the receipt of the supplier's declaration of acceptance, but not before the supplier has received all documents, materials, approvals or other services to be provided by the customer for the complete execution of the order, as well as before receipt of any agreed down payment.
- 3.3. changes requested by the customer shall cause the delivery period to start again. The provision of Clause 3.2 shall apply accordingly. Change requests shall be deemed to be a new offer.
- 3.4. the delivery period shall be deemed to have been met if the delivery item has left the supplier's works by the end of the delivery period or if the customer has been notified that the goods are ready for dispatch.
- 3.5. the delivery period shall be extended appropriately in the event of measures within the framework of labor disputes and in the event of unforeseeable events which are outside the supplier's sphere of risk and for which the supplier is therefore not responsible, insofar as such obstacles demonstrably have a considerable influence on the completion or delivery of the delivery item. This shall also apply if the circumstances occur at subcontractors.
- 3.6. the Supplier shall not be responsible for the circumstances described in Clause 3.5 even if they arise during an already existing delay. The Supplier shall inform the Purchaser immediately of the beginning and end of such hindrances.
- 3.7. the supplier's compliance with the delivery period presupposes the fulfillment of the customer's contractual obligations. The Supplier is entitled to make partial deliveries and render partial services at any time. This presupposes the reasonableness on the part of the Purchaser, taking into account the interests of the Supplier.

4. Place of delivery, transfer of risk

- 4.1. deliveries shall be made in accordance with the order confirmation of the supplier's production facility at the expense and risk of the purchaser. The mode of shipment shall be chosen by the Supplier, unless the Purchaser specifies otherwise.
- 4.2. the risk of accidental deterioration and accidental loss of the delivery item shall pass to the customer as soon as the consignment has been handed over to the person carrying out the transport or has left the supplier's warehouse or factory for the purpose of dispatch.
- 4.3. if dispatch becomes impossible through no fault of the supplier, the risk shall pass to the customer upon notification of readiness for dispatch. If the Purchaser is in default of acceptance, the risk shall pass upon readiness for shipment, even if the Purchaser's default of acceptance only occurs after the goods are ready for shipment.

5. Prices

- 5.1. all prices are net and apply to the agreed delivery in accordance with the order confirmation. Freight, postage, packaging and insurance as well as the applicable statutory VAT shall be shown separately. Costs for commissioning, installation, adjustment or other services not specified in the order confirmation shall be invoiced separately.
- 5.2. if precious metal transactions are shown separately on the invoice, the daily price valid on the day of the order in accordance with the official stock exchange quotations shall generally apply, unless the supplier and purchaser have previously agreed on a specific price.

6. Payment

- 6.1 unless otherwise agreed, the agreed price shall be due for payment in euros within 30 days of receipt of the invoice without deduction and free of charges. Invoices for precious metal transactions are payable immediately on the day of invoicing without deduction.
- 6.2 if the customer does not pay by the due date, he shall be in default without a reminder.
- 6.3 if the Purchaser is in default, the Supplier shall be entitled to charge interest on arrears at a rate of 9 percentage points above the prime rate of the European Central Bank. The supplier reserves the right to claim higher damages.
- 6.4 the purchaser may only offset undisputed or legally established counterclaims. However, the Purchaser shall only be entitled to withhold payment on the basis of counterclaims arising from the same contractual relationship.
- 6.5 costs for securities of any kind, letters of credit for foreign transactions and financing costs in international payment transactions shall be borne by the customer.

7. Liability

- 7.1 the purchaser must inspect the goods immediately after delivery by the supplier. If a defect is found, the customer must inform the supplier immediately. If the Purchaser fails to notify the Supplier, the goods shall be deemed to have been approved, unless the defect was not recognizable during the inspection. If such a defect becomes apparent later, the information must be given to the supplier immediately after the defect is discovered: otherwise the goods shall be deemed to have been approved even in view of this defect. If goods other than those ordered or a quantity of goods other than those ordered are delivered, the above obligation to inform the supplier shall also apply in this case, as otherwise the delivery shall be deemed to have been approved, unless the delivered goods obviously deviate so significantly from the order that the supplier had to consider the customer's approval to be excluded.
- 7.2 defects which are notified to the supplier in good time and in compliance with the obligation to inspect and give notice of defects, the supplier shall, at its own discretion, either rectify the defect or supply a replacement, provided that the rectification is not deemed to have failed. The supplier shall be granted a reasonable time and opportunity to do so.
- 7.3 if the defect cannot be remedied within a reasonable period of time or if the rectification has failed, the customer shall have the right to withdraw from the contract or to demand a reduction in the remuneration (reduction).
- 7.4 for defects which have not been inspected and notified by the customer prior to installation or processing in accordance with Clause 7.1, all claims arising from liability for material defects shall lapse as soon as the product has been processed or installed. The burden of proof for carrying out a corresponding inspection shall lie with the Purchaser.
- 7.5 guarantees are not given by the supplier unless they have been expressly agreed. In particular, the Supplier does not guarantee a specific service life of the products.
- 7.6 for products that have been manufactured according to the customer's drawings or specifications, the supplier shall only assume liability for material defects in accordance with the specifications.
- 7.7 Liability for normal wear and tear is excluded.
- 7.8 the supplier shall not be liable for damage arising for the following reasons: unsuitable or improper use, incorrect assembly or commissioning by the customer or third parties, failure to observe our operating instructions.
- 7.9 claims for recourse according to § 478 BGB only exist if the claim by the end customer was justified and only to the extent permitted by law. No right of recourse according to § 478 BGB exists in the case of a goodwill arrangement agreed with the supplier.
- 7.10 if the customer provides material for the production of products ordered by

him, the supplier shall only be liable in the event of loss for which the supplier is responsible.

- 7.11 the statutory provisions on the burden of proof shall remain unaffected.
- 7.12 the supplier is not obliged to verify the legal admissibility of the purchaser's requirements and specifications. The Purchaser shall be solely liable for the legal admissibility. This also applies in particular to liability for any infringement of industrial property rights, copyrights, trademarks or patents.
- 7.13 in the event of infringements of industrial property rights, the purchaser shall conduct any defense proceedings at its own expense and shall reimburse the supplier for any associated expenses and indemnify the supplier against any claims based on the aforementioned infringement.
- 7.14 the supplier shall indemnify the purchaser and its customers against claims arising from the infringement of industrial property rights, copyrights, trademarks or patents, unless the design of a delivery item originates from the purchaser. The supplier's obligation to indemnify is limited to the amount of the foreseeable damage. An additional prerequisite for indemnification is that the Supplier is left to conduct legal disputes and that the alleged infringement of rights is exclusively attributable to the construction of the Supplier's delivery items without combination or use with other products. The Supplier shall have the option to release itself from the obligations assumed in para. 1 by either
 - a procuring the necessary licenses in respect of the allegedly infringed patents, or
 - b providing the Purchaser with a modified delivery item or parts thereof which, in the event of replacement with the infringing delivery item or part thereof, eliminate the allegation of infringement in respect of the delivery item.
- 7.15 the supplier shall be liable for non-compliance with binding deadlines for which he is responsible up to a maximum of 5% of the total invoice value. Further claims are excluded.
- 7.16 in the event of a breach of material contractual obligations, liability shall be limited to compensation for foreseeable damage typical of the contract. Claims for damages by the customer, irrespective of the legal grounds, are excluded, unless otherwise stated in these Terms and Conditions of Sale and Delivery.
- 7.17 all limitations and exclusions of liability contained in these terms and conditions shall not apply to liability for damages resulting from injury to life, body or health which are based on an intentional or negligent breach of duty by the supplier or an intentional or negligent breach of duty by a legal representative or vicarious agent of the supplier or to liability for other damages which are based on an intentional or grossly negligent breach of duty by the supplier or an intentional or grossly negligent breach of duty by a legal representative or vicarious agent of the supplier.
- 7.18 Mandatory, non-waivable, statutory liability and compensation provisions shall remain unaffected by these Terms and Conditions of Sale and Delivery..

8. Delivery bottlenecks / extensions of delivery period / withdrawal

- 8.1 the supplier shall not be responsible for delays in delivery and performance due to force majeure and due to events which make delivery significantly more difficult or impossible for the supplier through no fault of its own, even if they occur at the supplier's suppliers or their subcontractors, even in the case of binding deadlines and dates. This also applies in particular to events for which the supplier is not responsible, as well as delivery bottlenecks and all unforeseeable events (e.g. labor disputes, official orders) according to which the delivery and performance time etc. is delayed or becomes impossible. The delay in delivery and performance for which the supplier is not responsible shall entitle the supplier to postpone the delivery or performance by the duration of the hindrance plus a reasonable start-up period or to withdraw from the contract in whole or in part due to the part not yet fulfilled.
- 8.2 if the hindrance for which the supplier is not responsible lasts longer than six

months, both contracting parties are entitled to withdraw from the contract with regard to the part not yet fulfilled after setting a reasonable grace period. If the delivery period is extended or if the Supplier is released from its obligation, the Purchaser may not derive any claims for damages from this. The Supplier may only invoke the circumstances mentioned in Clause 8.1 or the withdrawal from the contract if it notifies the Purchaser immediately and immediately reimburses any consideration already paid.

9. Reservation of title

- 9.1 until all claims (including all balance claims from current accounts) to which the supplier is entitled against the customer now or in the future for any legal reason have been settled, the supplier shall be granted the following securities, which he shall release at his discretion upon request, provided that their value permanently exceeds the claims by more than 10%.
- 9.2 the goods remain the property of the supplier. Processing or transformation shall always be carried out for the supplier, but without any obligation for him. If the (co-)ownership of the supplier expires through combination, it is hereby agreed that the (co-)ownership of the purchaser in the uniform item shall pass to the supplier in proportion to the value (invoice value). The Purchaser shall store the Supplier's (co-)ownership free of charge. Products to which the Supplier is entitled to (co-)ownership are hereinafter referred to as products subject to retention of title.
- 9.3 the customer is entitled to process and sell the reserved product in the ordinary course of business as long as he is not in default. Pledges or transfers by way of security are not permitted. The Purchaser hereby assigns to the Supplier the claims arising from the resale or any other legal grounds (insurance, tort) in respect of the reserved product (including all current account balance claims) in full by way of security. The Supplier revocably authorizes the Customer to collect the claims assigned to the Supplier exclusively for the Supplier's account in its own name. The collection authorization can only be revoked if the Purchaser does not properly meet its payment obligations.
- 9.4 in the event of access by third parties to the reserved product, in particular seizures, the purchaser shall point out the supplier's ownership and inform the supplier immediately so that the supplier can enforce its ownership rights. If the third party is not in a position to reimburse the Supplier for the judicial or extrajudicial costs incurred in this connection, the Purchaser shall be liable for such costs.
- 9.5 in the event of breach of contract by the purchaser, in particular default of payment, the supplier shall be entitled to take back the reserved product or, if necessary, to demand the assignment of the purchaser's claims for restitution against third parties. The taking back or seizure of the reserved product by the Supplier does not constitute a withdrawal from the contract.

10. Law, place of jurisdiction

- 10.1 the law of the Federal Republic of Germany shall apply exclusively, excluding the UN Convention on Contracts for the International Sale of Goods. The contract language is German.
- 10.2 if the customer is a merchant, a legal entity under public law or a special fund under public law, the place of jurisdiction for both parties, including for disputes in the document, bill of exchange or check process, shall be the competent place of jurisdiction of the supplier, unless there is an exclusive place of jurisdiction. The supplier is also entitled to sue the purchaser at any other legal place of jurisdiction.

11. Design changes

- 11.1 The Supplier reserves the right to make design changes at any time which take account of technical progress and do not reduce the value of the delivery item, unless a design change has been expressly excluded by mutual agreement; however, the Supplier is not obliged to make such changes to products already delivered.

12. Severability clause

- 12.1 The invalidity of individual provisions of these Terms and Conditions of Sale and Delivery shall not affect the validity of the other provisions. Should a provision be or become ineffective, the contracting parties shall replace the ineffective provision with an effective provision that comes as close as possible to the economic and legal purpose of the ineffective provision. Should this not be possible, the parties shall continue to apply the statutory provisions in this case.

Status as of: September 2023