

## GENERAL TERMS AND CONDITIONS OF DELIVERY of ROVEMA GmbH for Spare Parts ("GTCD Spare Parts")

(Revision: 03/2025)

### I. General, Applicability

- (1) These General Terms and Conditions of Delivery for Spare Parts apply to all our business relationships with Customers concerning the sale and/or delivery of movable items in the form of spare parts (hereinafter referred to as "Goods"), irrespective of whether we manufacture them ourselves or purchase them from Suppliers. The GTCD Spare Parts shall apply only if the Customer is an entrepreneur, i.e. a natural person or legal entity or incorporated partnership that concludes a legal transaction in exercise of its commercial or self-employed business activity, a legal entity under public law.
- (2) Contracts for installation, repair or maintenance services are governed exclusively by our General Terms and Conditions of Service ("GTCS").
- (3) Our GTCD Spare Parts shall apply exclusively. Any terms and conditions of the Customer that conflict with, supplement or deviate from our GTCD Spare Parts will not be recognised unless their applicability is expressly agreed to in text form. Conflicting terms and conditions of the Customer are hereby expressly rejected. Our GTCD Spare Parts shall apply even if we deliver to the Customer unconditionally even though we are aware of terms and conditions of the Customer that conflict with or deviate from our GTCD Spare Parts.

Individual agreements and information in our offer and/or our order confirmation shall take precedence over these GTCD. In case of doubt, trade terms shall be interpreted in accordance with the Incoterms® issued by the International Chamber of Commerce in Paris (ICC) in the version valid at the time of conclusion of the contract.

### II. Conclusion and Content of the Contract

- (1) Our offers are non-binding, unless they are expressly marked as binding or contain a specific acceptance deadline.
- (2) The Customer's order for Goods constitutes a binding contract offer. Unless the order provides otherwise, we may accept this contract offer within four weeks after we receive it.
- (3) All information in the offers and order confirmations on weight, content and dimensions are average values. Unless specific values have been expressly agreed or are prescribed by law, deviations customary in the industry are permissible.
- (4) We reserve the property rights and copyrights to cost estimates, drawings and other documents. These shall be kept secret by the Customer and shall not be made accessible to any third parties.

### III. Delivery Dates, Deadlines and Delay, *Force Majeure*

- (1) Delivery and performance periods and dates indicated by us are always to be understood as approximate, unless a fixed period or a fixed date has been promised or agreed or had been stated by us when we accepted the order. If shipment has been agreed, the delivery periods and dates shall, unless expressly stated otherwise by us, refer to the time of handover to the forwarder, carrier or other third party commissioned with the transport or, in the case of collection by the Customer, when the goods are held ready for collection by the Customer at the place of performance.
- (2) The onset of default of delivery shall be governed by the statutory provisions. In any case, a reminder from the Customer in text form shall be necessary.

- (3) Events of *force majeure* and other circumstances for which we are not responsible and which make the timely fulfilment of accepted orders impossible in whole or in part shall release us from the assumed delivery and performance obligation for the duration and to the extent of their existence. This shall apply especially in the event of energy and raw material shortages, labour disputes, pandemics, epidemics, diseases that result in special containment measures such as the imposition of a quarantine, official orders, traffic or operational disruptions, e.g. due to fire, water or machine damage. The same shall apply if sub-Suppliers do not supply us, do not supply us on time or do not supply us properly due to *force majeure* or for the other aforementioned reasons despite proper congruent coverage. We shall promptly notify the Customer of the start and end of the delivery delays. If such a disruption lasts longer than three months, the Customer may rescind the contract in accordance with the statutory regulations. Further rights of the Customer, including, but not limited to, claims for damages, shall not exist in this case.
- (4) Deliveries made before the delivery time stated in our order confirmation shall be permissible, provided this does not conflict with any recognisable interest of the Customer.
- (5) If a delivery on call (complete or partial delivery) by the Customer has been agreed without a specific delivery deadline, we may rescind the contract and/or claim damages for non-performance after the fruitless expiry of a reasonable period to be determined for the Customer for the call-off, at the latest within three months of the conclusion of the contract.
- (6) The Customer shall without delay accept Goods made available or delivered according to schedule. Moreover, the Customer shall duly establish all required preconditions to ensure that the order is processed according to schedule. If, at the Customer's request, Goods prepared for delivery remain at the Customer's disposal, the invoice may be issued immediately, and payment may be demanded.

### IV. Shipment, Risk Transfer, Default of Acceptance

- (1) Unless otherwise agreed, delivery will be made CPT (INCOTERMS 2020) on our premises, which is also the place of performance for the delivery and any supplementary performance.
- (2) If the Customer is in default of acceptance, if the Customer fails to perform a collaboration act or if our delivery is delayed for other reasons for which the Customer is responsible, we may demand compensation for the incurred loss including additional expenses (e.g. storage costs).

### V. Prices, Payment Terms

- (1) Unless otherwise agreed, the sales prices are net prices in EUR plus VAT in the statutory amount, packaging, customs duties and other charges. If no specific price has been agreed, our price list shall apply in the version valid at the time the contract is concluded.
- (2) If, according to the agreement, the delivery is to take place later than four months after the conclusion of the purchase contract, we may, if we or our Suppliers incur significant cost increases for raw materials, energy, wages or freight, demand immediate negotiations with the Customer on a price adjustment. If no agreement is reached within six weeks, either party may rescind the part of the contract not yet fulfilled by way of delivery.
- (3) Payments will only be deemed to constitute performance if made to the accounts specified in the respective invoices.
- (4) While in arrears, the Customer shall pay interest on the debt amounting to 9 percentage points over the base interest rate of

the European Central Bank. We reserve the right to furnish evidence of and assert greater damage due to the default.

- (5) If one or more payment claims against the Customer are not yet due, we may declare them due immediately by unilateral declaration if, after the conclusion of the contract, we become aware of at least one of the following circumstances:
- a) The Customer is repeatedly in arrears with payments to us – possibly also for claims from other contractual relationships – with an amount that is not merely insignificant. An amount is not merely insignificant if it represents at least 10 percent of the total of all our payment claims against the Customer that are due and not yet fulfilled when the declaration is made.
  - b) The Customer has suspended payments to us or third parties.  
There are legal reasons for opening insolvency proceedings over the Customer's assets and the Customer has applied for institution of insolvency proceedings over his assets. and / or Insolvency proceedings have been opened over the Customer's assets.
  - c) Other circumstances arise that are likely to significantly reduce the Customer's creditworthiness.

(6) Under the conditions of section V (5) of these GTCD Spare Parts, we may also carry out all outstanding deliveries only against advance payment or provision of collateral and, if such is not provided by the Customer within a reasonable period, rescind the contract and claim damages due to non-performance.

## VI. Offsetting, Retention

The Customer shall only have a right to offset and a right of retention if his counterclaims are legally established or undisputed or acknowledged by us. Moreover, the Customer may exercise a right of retention only if his counterclaim is based on the same contractual relationship.

## VII. Retention of Title

- (1) Until full payment of all our current and future claims from the purchase contract and a current business relationship (collateralised claims), we retain the title to the Goods sold (Goods subject to retention of title).
- (2) Without our express consent, the Customer is not permitted to pledge or assign the Goods subject to retention of title as collateral until the collateralised claims have been paid in full.
- (3) The Customer may resell the Goods subject to retention of title in the normal course of business, unless the Customer's claim resulting from the resale has already been assigned to others. Moreover, the authorisation to resell shall lapse if the conditions set out in section V (5) of these GTCD Spare Parts are on hand.
- (4) The Customer hereby assigns all claims against third parties that arise from the resale of the Goods subject to retention of title to us in the amount of our claims, without the need for a separate declaration of assignment in each individual case. We hereby accept the assignment. Notwithstanding the assignment and our right to collect, the Customer may collect as long as he fulfils his obligations towards us and none of the conditions specified in section V (5) of these GTCD Spare Parts are on hand. If one of the said conditions is on hand, the Customer shall, at our request, provide the information about the assigned claims, which is required for the collection, and inform the debtors of the assignment. In this case, we may notify the third-party debtors of the assignment of claims and collect the claims directly or take back the Goods subject to retention of title.
- (5) If the Goods subject to retention of title are combined with other items not owned by us in such a way that they become material

components of a uniform item or if these are inseparably mixed or blended with each other, we shall gain co-ownership of the resulting intermediate and final products in the ratio of the net invoice amount of our Goods subject to retention of title to the net invoice amounts of the other combined or mixed items. If the Customer produces a new movable item by processing or transforming the Goods subject to retention of title, we shall gain co-ownership of the resulting new movable item in the ratio of the net invoice amount of our Goods subject to retention of title to the net invoice amounts of the processing or transformation. In all cases, the Customer shall store the new item for us free of charge. The rules for resale according to subsection (3) shall apply *mutatis mutandis* in the amount of the pro-rata net invoice amount of the Goods subject to retention of title.

- (6) The Customer shall duly store the Goods subject to retention of title and insure them against theft, breakage, fire, water and other damage at his own expense in accordance with common business practice. The insurance claims shall be deemed assigned to us in the amount of the net invoice amount of the Goods subject to retention of title.
- (7) If we rescind the contract (liquidation event) because the Customer acts in a way contrary to the contract, especially if he falls into arrears with his payments, we may demand the surrender of the Goods subject to retention of title.
- (8) If reservations of title are not effective in a foreign country, the respective equivalent security interests of the country of destination shall be deemed expressly agreed.

## VIII. Warranty

- (1) The warranty period for the delivery items is one year from the delivery. We will not assume any warranty by way of Supplier recourse if the Customer has processed or treated or otherwise modified the Goods delivered by us, insofar as the defect in quality or title is attributable to himself proper processing and/or treatment and/or other modification that is not in accordance with the contractually agreed purpose.
- (2) Wear and tear parts (including, but not limited to, trigger belts, sealing bands, heating cartridges, compressed air cylinders, piercing knives) are excluded from the warranty.
- (3) The basis of our liability for defects is the agreement reached on the quality of the goods. The product descriptions that are the subject of the individual contract shall be deemed to be an agreement on the quality of the goods.
- (4) For the Customer to be able to assert claims for defects, he must have complied with his statutory inspection and reporting obligations. This shall apply even if we dispatch the Goods directly to the Customer's buyer. Even in this case, the Customer remains responsible for compliance with the statutory inspection and reporting obligations. In the case of Goods intended for installation or further processing, the inspection shall in any case be carried out immediately prior to the installation or further processing.
- (5) If a defect is discovered during the inspection, we shall be notified of this in text form without delay, at the latest within a period of 10 days of the receipt of the delivered Goods. If the Customer fails to duly inspect the Goods and/or report defects, the delivered Goods will be deemed to have been approved. This shall not apply in the event of malicious behaviour on our part.
- (6) Those parts which prove to be defective because of a circumstance prior to the transfer of risk shall, at our discretion, be repaired or replaced without defects. We must be notified immediately in writing of the discovery of such defects. Replaced parts shall become our property. The Customer hereby declares his agreement to this as a precautionary measure.

- (7) The Customer shall give us the time and opportunity required for the owed supplementary performance and especially hand over the Goods objected to for inspection purposes. In the case of replacement, the Customer shall return the defective items to us according to the statutory regulations.
- (8) If a defect is actually on hand, we will bear the expenses required for the inspection and supplementary performance, including, but not limited to, transport, travel, labour, material, installation and removal costs. However, if the Customer's request to remedy a defect proves to be unjustified, we may demand reimbursement of the incurred costs from the Customer. If the expenses increase due to the fact that the Customer has taken the purchased item to a place other than the place of performance, any additional costs incurred as a result shall be borne by the Customer.
- (9) If we exchange spare parts within the scope of the warranty obligations or thereafter as a gesture of goodwill or if we supply the Customer with spare parts for installation by himself, the removed spare parts shall, upon removal, become our property. The Customer undertakes to grant us possession of the parts without delay, at the latest within four weeks. If spare parts are sent, the Customer shall send us the removed parts within this period. The Customer shall bear the costs of despatch up to an amount of EUR 50. The costs above this amount will be borne by us.  
If the Customer does not grant us possession within the aforementioned period, the Customer undertakes to pay us the price of the spare part installed or supplied.
- (10) In urgent cases where the operational safety is threatened or to prevent disproportionate damage, the Customer may remedy the defect himself, and demand reimbursement of the expenses objectively required for this. We shall be informed immediately, if possible, in advance, of any such self-remedy.
- (11) If the supplementary performance has failed, a reasonable period to be determined by the Customer for the supplementary performance has expired unsuccessfully or both types of supplementary performance have been refused by us, the Customer may rescind the purchase contract or reduce the purchase price. However, no right of rescission shall apply in the case of a minor defect
- (12) Claims by the Customer for damages or for reimbursement of expenses made in vain shall only exist in accordance with the following section IX of these GTCD Spare Parts and are otherwise excluded.

#### **IX. Claims for Damages**

- (1) Insofar as claims for damages arise against the Contractor from the contractual relationship or in connection with the contractual relationship (including fault upon conclusion of the contract and tort), the Contractor shall only be liable to the Customer without limitation if the claims are based on intent or gross negligence on the part of the Contractor, its organs or executive employees as well as its vicarious agents.
- (2) Otherwise, our liability is limited to compensation for direct damages and a maximum of 100% of the purchase price of the defective delivery item. Further and other claims for damages by the Customer are excluded. Excluded thereof are cases in which liability exists under the Product Liability Act for personal injury or property damage to privately used objects in the event of defects in the delivery item, defects which the contractor has fraudulently concealed or the absence of which it has guaranteed, or culpable injury to life, limb or health. Unless otherwise provided in these GTCD Spare Parts including the following provisions, our liability in the event of a breach of contractual and non-contractual obligations shall be governed by the relevant statutory regulations.

#### **X. Statute of Limitations**

- (1) The general limitation period for claims due to defects in quality and title is one year from the risk transfer.
- (2) Special statutory regulations for the limitation period for third-party claims for restitution in rem, for deceit on the part of the seller and for Supplier recourse claims in the case of final delivery to a consumer also remain unaffected.

#### **XI. Jurisdiction, Applicable Law**

- (1) The conclusion of the contract and the contractual relationships between us and the Customer shall be governed exclusively by the law of the Federal Republic of Germany. The UN Convention on Contracts for the International Sale of Goods (CISG) shall not apply.
- (2) The courts of Giessen, Germany, shall have jurisdiction over all disputes that arise from the contractual relationship. However, we may also file charges at the location of the Customer's registered office.