Nordmann, Rassmann GmbH
General Terms & Conditions of Sale

Applicable only to businesses

1. Applicable terms and conditions and scope of application

1.1 Unless expressly agreed otherwise, all of our deliveries and services are subject exclusively to the following terms and conditions.

1.2 The customer's terms and conditions shall apply only if and to the extent that we expressly acknowledge them. Even if we refer to documents that contain or refer to the customer's or a third party's terms and conditions of business, such reference does not imply that we agree that such terms and conditions of business are applicable.

2. Information and advice, documents, environmental and sustainability statements

2.1 Information and advice regarding our products is provided on the basis of our experience to date. The stated values, including in particular those pertaining to our products' possible applications, are merely average values and do not represent a qualitative description of the products. We can assume no obligation to adhere exactly to the values and application possibilities. Should the customer nevertheless be entitled to damages, Item 7 shall apply.

2.2 All documents and objects, such as drawings, samples, or models that we make available to the customer in connection with our offers remain our property. The copyrights and neighbouring rights, as defined by the German Copyright Act [*Urheberrechtsgesetz*], to these documents and objects belong to us. The customer is not authorised to disclose to third parties without our prior written permission the documents made available to it.

2.3 The environmental and sustainability statements we use are intended exclusively for business owners and are intended solely for business-to-business (B2B) transactions. Any use or disclosure of such statements in communications with consumers requires our prior written consent. In our own environmental statements, we comply with the applicable legal requirements, in particular the requirements set forth in Directive (EU) 2024/825 (the "EmpCo Directive"). If environmental or sustainability statements are disclosed to consumers or end customers without our consent, the customer agrees to indemnify us against any and all claims that may arise as a result.

3. The making and content of the supply contract

3.1 Our offer regularly constitutes an invitation to the customer to submit an offer and is subject to confirmation, unless we specify a period of validity that is binding on us. A supply contract shall only be concluded if we expressly confirm the customer's order within fourteen (14) days of receipt or make delivery within fourteen (14) days of receipt of the order without separate confirmation. The content of the supply contract is defined by our order confirmation. If the customer does not object to a modification of the content caused by our order confirmation within one week from receipt of our order confirmation in question, the offer is considered accepted. We point this out separately to the customer when sending the order confirmation. In the event of delivery without a separate order confirmation, our delivery note shall be regarded as the order confirmation.

3.2 All information about our products, in particular the pictures, drawings, and quality, quantity, weight, measurement, and performance data contained in our offers and publications, represent only approximate values and are not descriptions of quality. If no limits to variations are specified in the order confirmation and none are contained in expressly acknowledged customer specifications, then the variations that are customary in the trade shall be permissible in each instance. The quality, suitability, qualification, function and intended use of our products are determined exclusively by our performance descriptions and technical qualifications. Public statements, endorsements, or advertisements by us or third parties do not represent descriptions of the quality of our products.

3.3 Guarantees of the quality or shelf life of our products must be expressly identified as such in the order confirmation. If samples are delivered, their quality shall not be regarded as guaranteed unless the order confirmation expressly provides otherwise. The same shall apply to analytical data.

4. Delivery, passing of risk and consequences of delayed delivery

4.1 In the case of delivery periods and delivery dates that are not referred to in the order confirmation as fixed but are meant only as approximations, the customer may, two (2) weeks after the end of these delivery periods and dates, fix a reasonable period for the delivery. Only at the end of this additional period will we be in default. In no case shall delivery periods begin before the customer has produced the documents it must procure, such as approvals or the release of product drawings, and we are in receipt of a down payment, if a down payment is stipulated.

4.2 In the event of a delay in or the impossibility of delivery, we shall be liable for damages only in accordance with Item 7. In particular, we are not liable if and to the extent that the delay in delivery or impossibility is due to circumstances caused by the customer. The loss from delay to be compensated by us as per Item 7 shall be limited to 0.5% of the value of the delayed delivery or partial delivery for each completed week, but to no more than 5% of the value of the delayed (partial) delivery. Here Item 7.8, 7.9 and 7.11 shall apply.

4.3 In cases of force majeure, such as epidemics, governmental actions, work stoppages, transport delays, measures in connection with labour disputes, particularly strikes and lockouts; and in the case of nondelivery, incorrect or delayed delivery by our suppliers, for whatever reason (self-supply reservation); and in the case of other impediments to performance for which we are not responsible, we may postpone the delivery by the duration of the impediment and a reasonable lead time thereafter. If the impediment is expected to be a lasting one for which we are not accountable, we shall have the right to fully or partly withdraw from the contract. In this case the customer shall have no claim to damages against us. The customer shall not be obliged to effect counter-performance and shall get back the down payment it has made.

4.4 To a reasonable extent, we are entitled to make partial deliveries if
- the customer is able to use the partial delivery for the contractually intended purpose
- delivery of the remainder of the ordered goods is guaranteed and
- the customer does not thereby incur any significant additional expenditure or additional costs, unless we declare that we are willing to assume such costs.

The place of performance is always Hamburg.

4.5 If delivery on call is stipulated, the calls must be made within three months after the contract is entered into, unless otherwise agreed. In the event the call for delivery is not made within the agreed period, Item 4.7 shall apply accordingly.

4.6 All sales are "free carrier" (FCA - Incoterms 2020), unless expressly

agreed otherwise. Shipping and transport are always at the risk of the customer. The risk passes in this case, even for partial deliveries, to the customer as soon as the shipment has been handed over to the first carrier – regardless of whether this person belongs to our company or is an outside entity – or has left our factory for the purpose of dispatch, unless Item 4.7 becomes applicable. Proof of insurance (insurance certificate) will be sent to the customer upon request.

4.7 If the customer refuses to accept the goods, or if there is a delay in dispatching the shipment for other reasons attributable to the customer, the passing of risk shall occur with the beginning of the customer's default in acceptance. The customer shall bear storage costs after risk is passed. We shall be entitled to charge for storage costs at rates in accordance with local custom – as per § 354 HGB [*German Commercial Code*] – or for actual loss. In addition, we may give the customer an additional period of fourteen (14) days and, after the period has expired to no avail, withdraw from the contract or demand damages in lieu of performance.

5. Price/ payment

5.1 Our prices include standard packaging. Additional fees may be charged for crates, with the exception of one-way crates.

- The taking back of non-reuseable packaging shall occur in each case in accordance with and pursuant to the Act on the placing on the market, return and high-grade recycling of packaging [*Packaging Act; VerpackG*] in its currently valid version.
- Receptacles that are provided on loan shall be delivered to us, carriage paid, immediately after these have been emptied, but within thirty (30) days at the latest. If this time limit is exceeded and the customer is accountable for the return date not being met, we will charge the customer for the costs actually incurred of the receptacle provided on loan starting from day thirty-one (31) and following its emptying. The customer may provide evidence that we did not or only to a significantly lower extent suffer damages due to the delay.
- Two thirds of the amount charged for crates, with the exception of one-way crates, that are returned carriage free within thirty (30) days after delivery shall be credited to the customer. The amount shall not be credited if the customer has culpably exceeded the 30-day deadline. The customer may provide evidence that we did not or only to a significantly lower extent suffer damages due to the delay.

5.2 Our prices are net prices and do not include the legally applicable value added tax.

- In the case of deliveries to other EU countries, a net invoice for the VAT-exempt intra-Community delivery requires that we have a valid foreign VAT identification number (UStID) of the customer and proof of receipt as set out in § 17a of the German Value Added Tax Implementing Regulation ("UStDV"). Otherwise, we reserve the right to charge value added tax additionally.
- In the case of export deliveries, the tax exemption requires a customs exit stamp (§§ 9, 10 UStDV). If the customer himself is responsible for the export declaration (agreed Incoterm EXW), the exit note must be made available to us immediately after export, otherwise we reserve the right to charge statutory value added tax.

5.3 The customer is not entitled to reduce our claims by counterclaims or to assert a right of retention, unless the counterclaims are undisputed, ready for decision or recognised by declaratory judgement, or the right of retention has been acknowledged by us in writing or

recognised by declaratory judgement or is based on an counterclaim which is undisputed, ready for decision or recognised by declaratory judgement. Excluded from the offsetting ban are counterclaims which are in a reciprocal relationship with our main service and which concern the core area of the contract.

5.4 The purchase price is payable within 30 days of the invoice date. At the end of this period the customer will be in default.

5.5 If payment periods are exceeded, we will demand interest amounting to 9 percentage points per annum above the base interest rate of the European Central Bank, unless greater damage is proved.

5.6 Our claims become due immediately if contractual agreements have been seriously breached by the customer and the customer is accountable for this. In the event of a delay in payment of the customer for which a customer is responsible or suspension of payment by the customer for which the customer is responsible, we may demand immediate payment of our entire claim regardless of the stipulated due date. This shall apply also in the case of any substantial deterioration to the customer's financial circumstances, even if these circumstances already existed when the goods were ordered but were not known or ought to have been known to us. In all of the cases mentioned, we are also entitled to effect any outstanding deliveries based on the same legal relationship only against payment in advance or on security and, if no advance payment is made or security furnished within two (2) weeks, to withdraw from the contract without setting another time limit. Further claims shall remain unaffected.

6. Reservation of title

6.1 All delivered goods remain our property ("reserved goods") until the customer has settled all existing claims and claims arising after the contract is made.

6.2 Any working or processing of the reserved goods shall be performed for us, as manufacturer within the meaning of § 950 BGB, without any obligation on our part. Worked and processed goods shall be considered reserved goods as per Item 6.1. If the customer creates a new thing or mixed entity by working or processing the reserved goods or by combining or mixing them with goods from other sources, we shall be entitled to co-ownership thereof and in the ratio of the invoice value of the reserved goods at the time of delivery to the value of the other processed or mixed goods. The co-owned portion shall be considered reserved goods as per Item 6.1.

6.3 If the reserved goods are combined with other things and a thing belonging to the customer is to be considered the main thing within the meaning of § 947 BGB, it is hereby stipulated that a co-owned share shall pass to us in the ratio of the invoice value of the reserved goods to the value of the main thing, and that the customer shall, without charge, hold the thing for us in safe custody. The co-owned share shall be considered reserved goods as per Item 6.1.

6.4 The customer shall hold the reserved goods for us in safe custody free of charge. We shall be allowed upon request to take stock and make adequate markings at the site of storage at any time. The customer must immediately inform us of seizures or other impairments of our rights by third parties, stating all of the particulars that will enable us to take action against such acts by all legal means.

6.5 The customer may sell the reserved goods, but only in the ordinary course of business according to its usual terms and subject to a stipulation retaining title to the extent delineated by us, if it is ensured that the customer's claims arising from the resale as per Items 6.6 to 6.8 shall pass to us.

6.6 The customer hereby assigns to us, with all ancillary rights, the claims arising from the resale of the reserved goods, including resale under the terms of contracts for work or services or contracts for the delivery of movable things to be made or manufactured. We accept the assignment of the claims to us. They shall to the same extent serve

as our security for the reserved goods. The buyer is entitled to assign the claims to third parties only with our prior consent.

6.7 If the customer sells the reserved goods together with other goods not delivered by us, then the assignment of the claim arising from the resale shall be valid only in the amount of the invoice value of our reserved goods at the time of delivery. For the resale of goods in which we share ownership as per Items 6.2 or 6.3, the assignment of the claims shall be valid in the amount of this co-owned share.

6.8 Should the assigned claim be included in a current invoice, the customer hereby assigns to us a portion of the balance, including the closing balance of the current account, corresponding to the amount of that claim. We accept the assignment of the claim to us.

6.9 The customer has the right, until it is revoked, to collect claims arising from the resales as per Items 6.5 to 6.7.

6.10 If the customer does not fulfil its obligations from Item 6, or if circumstances become known to us that diminish its creditworthiness, then

- we may prohibit the resale, working, and processing of the reserved goods, or the mixing or combination of those goods with other goods;
- we may withdraw from this Agreement; the customer's right to possession of the reserved goods shall then expire and we may reclaim the reserved goods; we shall then be entitled to enter the customer's business premises during business hours, take possession of the reserved goods at the customer's expense, and, notwithstanding the customer's payment obligations or other obligations, sell those goods for the highest possible price through private sale or by auction; we shall credit the proceeds of the sale, after incurred costs are deducted, against the customer's liabilities; we shall pay out to it any surplus.
- the customer shall, upon request, inform us of the name of the debtor of the claims assigned to us so that we may disclose the assignment and collect the claims; all proceeds from the assignments to which we are entitled shall be forwarded to us immediately upon receipt if and as soon as claims on our part against the customer are due;
- we shall be entitled to revoke the direct-debit mandate that has been granted.

6.11 If the value of the securities to which we are entitled exceeds the total claims by more than 10%, then we shall to that extent be obliged to release at the customer's request securities according to our choice.

7. Warranty / liability

7.1 The customer shall carefully inspect the delivered goods, even if specimens or samples were sent beforehand, immediately upon arrival at their destination. In particular, the condition of the goods shall be examined. If cases, cardboard boxes, or other containers are delivered, random sampling shall be performed. The delivery shall be considered approved if a notification of defects, with an exact description of the defect, has not been received by us in writing, by E-Mail or by fax within three (3) days after receipt of the goods at the destination or, if the defect was not detectable during the inspection, within three (3) days after its discovery.

7.2 The goods shall be deemed to be free from material defects within the meaning of Section 434 of the German Civil Code (BGB) if they are suitable for normal use and/or have not a quality which falls short of the usual quality of goods of the same type. In this respect, only the quality agreed between the parties shall be decisive for the defect-free nature of the goods.

7.3 Deliveries with minor deviations in condition, quality, weight and other characteristics shall constitute deliveries

suitable for performance despite the deviation, so that the delivery obligation of Nordmann, Rassmann GmbH is fulfilled by them, unless otherwise agreed.

7.4 The haulier must be informed immediately of transport damage; in that regard the notification obligations of the Standard German Freight Forwarders' Terms and Conditions [*Allgemeine Deutsche Speditionsbedingungen*] shall apply.

7.5 In the event of a legitimate and timely notification of defects, we shall effect supplementary performance through repair or replacement delivery, whichever we choose.

7.6 If the supplementary performance or replacement delivery is to no avail, the customer may demand a reduction of the purchase price or withdraw from the contract. If the defects are only slight and not within our responsibility, the customer shall have no right to rescission.

7.7 The preceding provisions include, in conclusion, the warranty for our goods. We shall be liable in particular for any other claims to which the customer may be entitled because of or in connection with defects in the delivered goods, on whatever legal grounds, exclusively in accordance with Items 7.8, 7.9 and 7.11.

7.8 For claims to damages for culpable acts, on whatever legal grounds, including default, faulty deliveries, breach of duties arising from an obligation or of duties in contract negotiations, tortious acts, product liability (with the exception of liability under the German Product Liability Act [*Produkthaftungsgesetz*]), we shall be liable only for damage caused intentionally or by gross negligence. Liability for slight negligence is excluded unless essential contractual obligations have been breached by which the purpose of the contract is jeopardised ("*material contractual obligation*"). The term "material contractual obligation" in this regard abstractly describes duties that must be performed in order to make performance of the contract possible in the first place and on the observance of which the contracting party may regularly rely. In such a case of breach of a material contractual obligation, liability shall be limited to the damage that is typically foreseeable when the contract is made. This limitation shall not apply to injuries to life, body, or health that the customer suffers.

7.9 Our legal representatives, vicarious agents, and employees are exempt from personal liability for losses they cause through slight negligence, unless a material contractual obligation is violated. In such a case, the provision on the breach of a material contractual obligation in Item 7.8 shall apply accordingly. These restrictions do not apply in case of an injury to life, body or health.

7.10 Before making a claim against us, the customer is obliged to pursue first out-of-court all possible claims against our preliminary supplier. To this end we agree to assign to the customer any warranty and compensation claims against our preliminary supplier to which we may be entitled. If the claim against our preliminary supplier is unsuccessful, the customer shall be entitled to make a claim against us in accordance with Items 7.8, 7.9 and 7.11.

7.11 Customer claims for damages based on compensation for physical injuries or impairment of health caused by a defect for which we are responsible or which may be attributed to gross negligence on our part or agency are time-barred under the legal statute of limitations. Warranty and compensation claims (including claims for damages) of the customer, for which our liability is limited according to Item 7.8 and Item 7.9, shall become statute-barred within one year from the beginning of the statutory limitation period. This shall not apply if we are guilty of maliciously concealing the defect. For the rest, the statutory periods of limitation shall apply.

7.12 We shall not bear the costs of agreements between the customer and its buyers that go beyond lawful warranty claims.

8. Applicable law / jurisdiction

8.1 Relations between us and the customer are governed by the laws of the Federal Republic of Germany. Neither the UN Convention on Contracts for the International Sale of Goods (CISG) nor any other existing or future bilateral or international treaties, even if adopted into German law, shall be applicable.

8.2 Place of jurisdiction for all disputes arising from or in connection with the supply transaction shall be, at our choice, either Hamburg or the company seat of the customer; for lawsuits filed by the customer, it shall be exclusively Hamburg. Any statutory provisions regarding exclusive jurisdiction remain unaffected. This jurisdiction clause is inapplicable to customers who are not commercial businessmen.

9. Concluding provisions

9.1 The legal relationship between us and the customer is solely governed by the concluded contract including these terms and conditions. This contract completely reflects all agreements between the contracting parties at the time of the conclusion of the contract. Any oral or written agreements or conditions made prior to the conclusion of this contract as well as any other pre-contractual correspondence and offers shall be replaced by this contract, unless they are expressly designated as binding. Contradictory general terms and conditions of the customer shall be rejected and shall be deemed not to have been agreed.

9.2 Business transactions with artificial persons under public law and special funds under public law shall be treated equally to business transactions with companies.

9.3 If a provision of this agreement should be or become ineffective in whole or in part, the ineffectiveness of this provision shall not affect the effectiveness of all other provisions of this agreement. The ineffective provision shall be replaced with a legally valid provision that comes as close to realising the economic purpose of the ineffective provision as is legally permissible. The same shall apply to any gaps in this agreement.

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